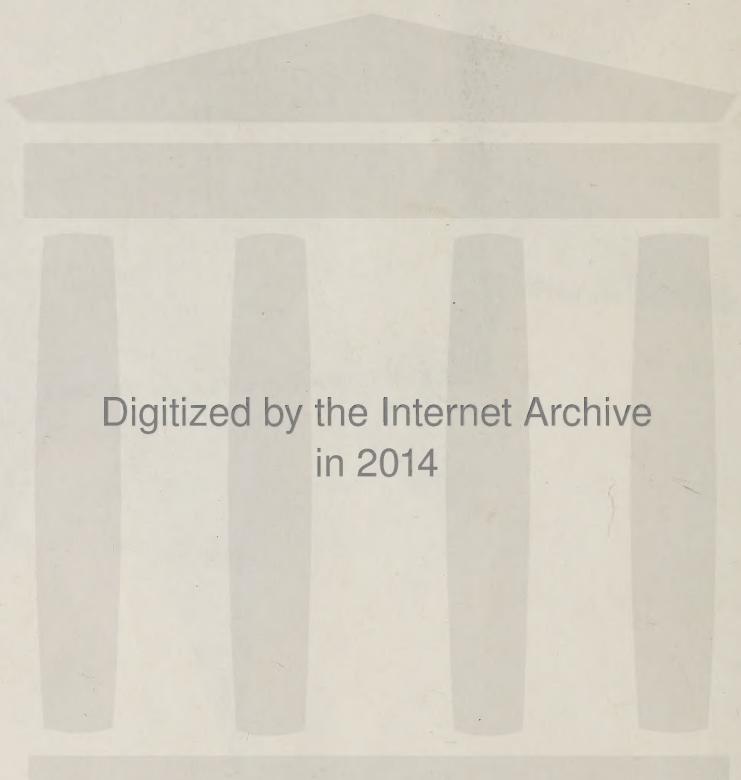


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ACTS
OF THE
PARLIAMENT
OF THE
DOMINION OF CANADA

PASSED IN THE SESSION HELD IN THE
FOURTH AND FIFTH YEARS OF THE REIGN OF HIS MAJESTY
KING GEORGE V.

BEING THE

THIRD SESSION OF THE TWELFTH PARLIAMENT

Begun and holden at Ottawa, on the Fifteenth day of January, 1914,
and closed by Prorogation on the Twelfth day of June, 1914



HIS ROYAL HIGHNESS

THE DUKE OF CONNAUGHT AND STRATHEARN
GOVERNOR GENERAL

VOL. II.
LOCAL AND PRIVATE ACTS

OTTAWA
PRINTED BY JOSEPH DE LABROQUERIE TACHÉ,
LAW PRINTER TO THE KING'S MOST EXCELLENT MAJESTY
ANNO DOMINI 1914



4-5 GEORGE V.

CHAP. 60.

An Act to incorporate The Algonquin Railway Company.

[Assented to 27th May, 1914.]

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. George H. Salmon, Charles A. Hancock, Ronald P. Stockton, Robert Smith and James A. Harvey, together with such persons as become shareholders in the company, are incorporated under the name of "The Algonquin Railway Company," hereinafter called "the Company." Name. Incorporation.
2. The railway of the Company is declared to be a work Declaratory. for the general advantage of Canada.
3. The persons named in section 1 of this Act are constituted provisional directors of the Company. Provisional directors.
4. The capital stock of the Company shall be two hundred and fifty thousand dollars. No one call thereon shall exceed ten per cent on the shares subscribed. Capital stock.
5. The head office of the Company shall be in the city of Vancouver in the province of British Columbia. Head office.
6. The annual meeting of the shareholders shall be held on the second Monday in September. Annual meeting.
7. The number of directors shall be not less than five nor more than nine, one or more of whom may be paid directors. Directors.

Railway
authorized.

8. The Company may lay out, construct and operate a railway of the gauge of four feet eight and one-half inches from a point on the Canadian Pacific Railway about one mile west of the town of Blairmore, Alberta, thence in a northerly and westerly direction through townships eight and nine, range four, west of the fifth meridian, Alberta, fourteen miles, more or less, to a point about the centre of section twenty in said township nine.

Consent of
municipali-
ties.

9. The Company shall not construct or operate its railway along any highway, street or other public place without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway, street or other public place and upon terms to be agreed on with such municipality.

Securities.

10. The securities issued by the Company shall not exceed seventeen thousand dollars per mile of the railway, and may be issued only in proportion to the length of railway constructed or under contract to be constructed.

Vessels,
wharfs,
docks, etc.

11. The Company may, for the purposes of its undertaking, construct, acquire, charter and navigate steam and other vessels for the conveyance of passengers, goods and merchandise; and may construct, acquire and dispose of wharfs, docks, elevators, warehouses, offices and other structures to be used to facilitate the carrying on of business in connection therewith, and may carry on the business of warehousemen and wharfingers; and charge wharfage and other dues for the use of any such property.

Telegraphs
and
telephones.

12. The Company may, subject to the provisions of the *Railway Act*, construct and operate telegraph and telephone lines upon its railway and establish offices for and undertake the transmission of messages for the public, and collect tolls therefor; and for the purposes of operating such lines, or exchanging or transmitting messages, may, subject to the provisions of the said Act, enter into contracts with any companies having telegraph or telephone powers, and may connect its own lines with the lines of, or may lease its own lines to, any such companies.

Tolls.

2. No toll or charge shall be demanded or taken for the transmission of any messages, or for leasing or using the telegraphs or telephones of the Company, until it has been approved of by the Board of Railway Commissioners for Canada, which may revise such tolls and charges.

R.S., c. 126.

3. Part II of the *Telegraphs Act*, except such portions thereof as are inconsistent with this Act or with the *Railway Act*, shall apply to the telegraphic business of the Company.

13. In addition to the securities authorized by section 10 of this Act, the directors, if previously authorized as prescribed by section 136 of the *Railway Act*, may, from time to time, borrow moneys for the acquisition, construction, extension, or development of any such properties, assets, or works, other than the railway, as the Company is authorized to acquire, construct or operate, and, to provide for the repayment of moneys so borrowed, may issue bonds, debenture stock, perpetual or terminable, or other securities; but such bonds, debenture stock, or other securities shall not exceed in amount the value of the properties, assets or works in respect whereof the issue is made. Borrowing.

14. Subject to the provisions of sections 361, 362 and 363 of the *Railway Act*, the Company may enter into agreements with all or any of the companies hereinafter named for any of the purposes specified in the said section 361, such companies being the Canadian Pacific Railway Company, the Canadian Northern Railway Company, the Grand Trunk Pacific Railway Company, the Alberta Railway and Irrigation Company, and the Great Northern Railway Company. Agreements with other companies.

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to the King's most Excellent Majesty.



4-5 GEORGE V.

CHAP. 61.

An Act to incorporate The Atlin Railway Company.

[Assented to 27th May, 1914.]

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Charles W. Baker, of the city of Boston in the state Incorporation. of Massachusetts, one of the United States of America,

Michael Kavanagh and George W. Mitchell, both of the city of Ottawa in the province of Ontario, Pierre Duryee of the city of Vancouver and R. E. Gosnell of the city of Victoria in the province of British Columbia, together with such persons as become shareholders in the company, are hereby incorporated under the name of "The Atlin Railway Name. Company," hereinafter called "the Company."

2. The undertaking of the Company is declared to be Declaratory. a work for the general advantage of Canada.

3. The persons named in section 1 of this Act are constituted provisional directors of the Company. Provisional directors.

4. The capital stock of the Company shall be one million Capital stock. dollars. No one call thereon shall exceed ten per cent on the shares subscribed.

5. The head office of the Company shall be in the city Head office. of Vancouver.

6. The annual meeting of the shareholders shall be held Annual meeting. on the second Tuesday in September.

Directors.

7. The number of directors shall be not less than five nor more than nine, one or more of whom may be paid directors.

Railway authorized.

8. The Company may lay out, construct and operate a line of railway, of the gauge of four feet eight and one half inches, commencing at a point on the southern end of Atlin Lake, or at a point at or near the town of Atlin, and following a generally southerly direction, to a point on the Taku River, where the said river intersects the International Boundary.

Securities.

9. The securities issued by the Company shall not exceed forty-five thousand dollars per mile of the railway, and may be issued only in proportion to the length of railway constructed or under contract to be constructed.

Consent of municipalities.

10. The Company shall not construct or operate its railway along any highway, street or other public place without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway, street or other public place, and if there be no such municipality, then without first obtaining the consent of the authority having jurisdiction over such highway, street or other public place, and upon the terms to be agreed upon with such municipality or such other authority.

Telegraphs and telephones.

11. The Company may, subject to the provisions of the *Railway Act*, construct and operate telegraph and telephone lines upon its railway, and establish offices for and undertake the transmission of messages for the public, and collect tolls therefor; and for the purposes of operating such lines, or exchanging or transmitting messages, may, subject to the provisions of the *Railway Act*, enter into contracts with any companies having telegraph or telephone powers, and may connect its own lines with the lines of, or may lease its own lines to, any such companies.

Tolls.

2. No toll or charge shall be demanded or taken for the transmission of any message, or for leasing or using the telegraphs or telephones of the Company, until it has been approved of by the Board of Railway Commissioners for Canada, which may also revise such tolls and charges.

R.S., c. 126.

3. Part II of the *Telegraphs Act*, except such portions therof as are inconsistent with the *Railway Act*, or with this Act, shall apply to the telegraphic business of the Company.

Electric and other power.

12. For the purposes of its undertaking, and subject to the provisions of section 247 of the *Railway Act*, the

Company may acquire, but not by expropriation, electric or other power or energy, which may be transmitted and delivered to any place in the municipalities through which the railway is constructed; and may receive, transform, transmit, distribute and supply such power or energy in any form, and may dispose of the surplus thereof, and may collect rates and charges therefor, but no such rate or charge shall be demanded or taken until it has been approved of by the Board of Railway Commissioners for Canada, which may also revise such rates and charges.

13. Nothing in this Act or in the *Telegraphs Act* shall authorize the Company to construct or operate any telegraph or telephone lines, or any lines for the purpose of distributing electricity for lighting, heating or motor purposes, or disposing of surplus power generated by the Company's works and not required for the undertaking of the Company, upon, along or across any highway or public place, without first obtaining the consent, expressed by by-law, of the municipality or other authority as provided in section 10 of this Act, having jurisdiction over such highway or public place, and upon terms to be agreed on with such municipality or such other authority, or to sell, dispose of or distribute power or energy within or for use within the limits of any municipality, without the consent, expressed by by-law, of such municipality.

Consent of
municipal-
ties for lines
upon high-
ways, etc.

14. The Company may, for the purposes of its under-taking, construct, acquire or lease buildings for hotels or restaurants along its railway and may carry on such business in connection therewith as tends to the comfort and convenience of the travelling public; and may lay out, manage and lease parks and summer pleasure resorts with the approval, expressed by by-law of the municipality having jurisdiction over the place in which such parks and summer pleasure resorts are situated and upon terms to be agreed upon with such municipalities.

Hotels,
parks, etc.

15. The Company may, for the purposes of its under-taking, construct, acquire, charter and navigate steam and other vessels for the conveyance of passengers, goods and merchandise; and may construct, acquire and dispose of wharfs, docks, elevators, warehouses, offices and other structures to be used to facilitate the carrying on of business in connection therewith, and may carry on the business of warehousemen and wharfingers; and charge wharfage and other dues for the use of any such property.

Vessels,
wharfs,
docks, etc.



4-5 GEORGE V.

CHAP. 62.

An Act to incorporate The Bruce Peninsula Railway Company.

[Assented to 27th May, 1914.]

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. John James Brown, David Brown, and Rachael ^{Incorporation.} Brown, all of the town of Owen Sound, and Seymour Cornwall Cooper and Araminta Isabelle Cooper, of Lions Head, all in the province of Ontario, together with such persons as become shareholders in the company are incorporated under the name of "The Bruce Peninsula Railway Company," ^{Name.} hereinafter called "the Company."

2. The works of the Company are hereby declared to be Declaratory. works for the general advantage of Canada.

3. The persons named in section 1 of this Act are constituted provisional directors of the Company. ^{Provisional directors.}

4. The capital stock of the Company shall be five hundred thousand dollars. No one call thereon shall exceed ten per cent on the shares subscribed. ^{Capital stock.}

5. The head office of the Company shall be in the town Head Office. of Owen Sound, in the province of Ontario.

6. The annual meeting of the shareholders shall be held on the first Tuesday in September. ^{Annual meeting.}

Directors.

7. The number of directors shall be not less than five, nor more than nine, one or more of whom may be paid directors.

Railway authorized.

8. The Company may lay out, construct and operate a railway of the gauge of four feet eight and one half inches from a point at Wiarton or from some point on the line of the Grand Trunk Railway in the township of Keppel in the county of Grey, and province of Ontario; thence northerly through the townships of Amabel, Albermarle, Eastnor, Lindsay and St. Edmunds, to a point at Tobermory, in the said province of Ontario.

Securities.

9. The securities issued by the Company shall not exceed thirty thousand dollars per mile of the railway and may be issued only in proportion to the length of railway constructed and under contract to be constructed.

Consent of municipalities.

10. The Company shall not construct or operate its railway along any highway, street or other public place without first obtaining the consent, expressed by by-law, of the municipalities having jurisdiction over such highway, street or other public place and upon terms to be agreed upon with such municipality.

Vessels, wharfs, docks, etc.

11. The Company may for the purpose of its undertaking construct, acquire, charter and navigate steam and other vessels for the conveyance of passengers, goods and merchandise and construct, acquire and dispose of wharfs, docks, elevators, warehouses, offices and other structures to be used to facilitate the carrying on of business in connection therewith, and may carry on the business of warehousemen and wharfingers; and charge wharfage and other dues for the use of any such property.

Telegraphs and telephones.

12. The Company may, subject to the provisions of the *Railway Act*, construct and operate telegraph and telephone lines upon its railway, and establish offices for and undertake the transmission of messages for the public and collect tolls therefor; and for the purpose of operating such lines or exchanging or transmitting messages may, subject to the provisions of said Act, enter into contracts with any companies having telegraph or telephone powers, and may connect its own lines with the lines of, or lease its own lines to, any such companies.

Tolls.

2. No toll or charge shall be demanded or taken for the transmission of any messages, or for leasing or using the telegraphs or telephones of the Company, until it has been approved of by the Board of Railway Commissioners for

Canada, which may also revise such tolls and charges from time to time.

3. Part II of the *Telegraphs Act*, except such portions R.S., c. 126. thereof as are inconsistent with the *Railway Act* or with this Act, shall apply to the telegraphic business of the Company.

13. In addition to the securities authorized by section ^{Borrowing.} 9 of this Act, the directors, if previously authorized as prescribed by section 136 of the *Railway Act*, may, from time to time, borrow moneys for the acquisition, construction, extension, or development of any such properties, assets, or works, other than the railway, as the Company is authorized to acquire, construct or operate; and to provide for the repayment of moneys so borrowed, may issue bonds, debentures, debenture stock, perpetual or terminable, or other securities; but such bonds, debentures, debenture stock or other securities shall not exceed in amount the value of the properties, assets or works, in respect whereof the issue is made.

14. Subject to the provisions of sections 361, 362 and ^{Agreements with other companies.} 363 of the *Railway Act*, the Company may enter into agreements with all or any of the companies hereinafter named for any of the purposes specified in the said section 361, such companies being the Grand Trunk Railway Company of Canada, the Canadian Pacific Railway Company, the Algoma Eastern Railway Company and the Canadian Northern Ontario Railway Company.

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4-5 GEORGE V.

CHAP. 63.

An Act to incorporate The Central Western Canada Railway Company.

[Assented to 3rd April, 1914.]

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Strachan Johnston, barrister, John J. Dixon, broker, Francis Calvin Tisdell, broker, Charles Cronyn, broker, and Alfred Johnston, manufacturer, all of the city of Toronto, in the province of Ontario, together with such persons as become shareholders in the company, are hereby incorporated under the name of "The Central Western Name. Canada Railway Company," hereinafter called "the Company."

2. The persons named in section 1 of this Act are constituted provisional directors of the Company.

3. The capital stock of the Company shall be seven million dollars. No one call thereon shall exceed ten per cent on the shares subscribed.

4. The Company, if previously authorized by a resolution passed by the ordinary shareholders at any annual meeting or at any special general meeting duly called for that purpose, at which meeting shareholders representing at least three-fourths in value of the subscribed ordinary stock of the Company are present or represented by proxy, may issue any portion of its capital stock as preference stock,

stock, and preference stock so issued shall have such preference and priority, as respects dividends and otherwise, over ordinary stock as is declared by such resolution.

Preference shareholders.

2. Holders of such preference stock shall be shareholders, within the meaning of this Act and of the *Railway Act*, and shall, in all respects other than the preference and priority provided for by this section possess the rights and be subject to the liabilities of such shareholders.

Head office.

5. The head office of the Company shall be at the city of Winnipeg, in the province of Manitoba.

Annual meeting.

6. The annual meeting of the shareholders shall be held on the second Tuesday in September.

Directors.

7. The number of directors shall be not less than five nor more than nine, one or more of whom may be paid directors.

Railway authorized.

8. The Company may lay out, construct and operate a railway, of the gauge of four feet eight and one-half inches from the city of Winnipeg, in the province of Manitoba, in a general northwesterly direction via Yorkton, Saskatoon and Battleford, to the city of Edmonton, in the province of Alberta.

Consent of municipalities.

9. The Company shall not construct or operate its railway along any highway, street or other public place without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway, street or other public place, and upon terms to be agreed upon with such municipality.

Telegraphs and telephones.

10. The Company may, subject to the provisions of the *Railway Act*, construct and operate telegraph and telephone lines upon its railway and establish offices for and undertake the transmission of messages for the public and collect tolls therefor, and for the purposes of operating such lines, or exchanging or transmitting messages, may, subject to the provisions of the *Railway Act*, enter into contracts with any companies having telegraph or telephone powers, and may connect its own lines with the line of, or may lease its own lines to, any such companies.

Tolls.

2. No toll or charge shall be demanded or taken for the transmission of any message, or for leasing or using the telegraph or telephones of the Company, until it has been approved of by the Board of Railway Commissioners for Canada, which may also revise such tolls and charges.

3. Part II of the *Telegraphs Act* except such portions R.S., c. 126. thereof as are inconsistent with the *Railway Act* or with this Act, shall apply to the telegraphic business of the Company.

11. The securities issued by the Company in respect ^{Securities.} of its railway shall not exceed forty thousand dollars per mile of its railway, and such securities may be issued only in proportion to the length of railway constructed or under contract to be constructed.

12. The Company may, subject to the provisions of ^{Bridges.} the *Railway Act* and subject also to the approval of the Board of Railway Commissioners for Canada, construct or arrange any of its railway bridges for the use of foot passengers and vehicles; and in such cases the tolls to be charged for the passage of foot passengers and vehicles shall, before being imposed, be first submitted to and approved of, and may be revised, by the said Board, but the Company may at any time, reduce such tolls and a notice showing the tolls authorized to be charged on any such bridge shall, at all times, be posted up in a conspicuous place on the bridge.

13. The Company may, for the purposes of its under-^{Vessels, wharfs, docks, etc.} taking, construct, acquire, charter and navigate steam and other vessels for the conveyance of passengers, goods and merchandise; and may construct, acquire and dispose of wharfs, docks, elevators, warehouses, offices and other structures to be used to facilitate the carrying on of business in connection therewith; and may carry on the business of warehousemen and wharfingers; and charge wharfage and other dues for the use of any such property.

14. Subject to the provisions of sections 361, 362 and ^{Agreements with other companies.} 363 of the *Railway Act*, the Company may, for any of the purposes specified in the said section 361, enter into agreements with the Grand Trunk Pacific Railway Company, the Canadian Pacific Railway Company, the Canadian Northern Railway Company, the Calgary and Edmonton Railway Company, the Manitoba and North Western Railway Company of Canada, the Edmonton, Dunvegan and British Columbia Railway Company, the Alberta Central Railway Company or any of them.



4-5 GEORGE V.

CHAP. 64.

An Act to incorporate The Cornwall and Hawkesbury Railway Company of Canada.

[Assented to 27th May, 1914.]

WHEREAS a petition has been presented, praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Chilian Longly Hervey, of the city of Montreal, in the province of Quebec, civil engineer, and Robert Hatfield Pringle, agent, Thomas A. Burgess, barrister-at-law, and Louis Cote, barrister-at-law, all three of the city of Ottawa, in the county of Carleton, in the province of Ontario, together with such persons as become shareholders in the company, are hereby incorporated under the name of ^{Name.} *"The Cornwall and Hawkesbury Railway Company of Canada,"* hereinafter called "the Company."

2. The persons named in section 1 of this Act are hereby constituted provisional directors of the Company. <sup>Provisional
directors.</sup>

3. The capital stock of the Company shall be one million ^{Capital stock.} dollars. No one call thereon shall exceed ten per cent on the shares subscribed.

4. The Company, if previously authorized by a resolution passed by the ordinary shareholders at any annual meeting or at any special general meeting duly called for that purpose, at which meeting shareholders representing at least three-fourths in value of the subscribed ordinary stock of the Company are present, or represented by proxy, may issue any portion of its capital stock as preference stock.

stock, and preference stock so issued shall have such preference and priority, as respects dividends and otherwise, over ordinary stock as is declared by such resolution.

Preference shareholders.

2. Holders of such preference stock shall be shareholders within the meaning of this Act and of the *Railway Act*, and shall, in all respects other than the preference and priority provided for by this section, possess the rights and be subject to the liabilities of such shareholders.

Head office.

5. The head office of the Company shall be at the city of Montreal in the province of Quebec.

Annual meeting.

6. The annual meeting of the shareholders shall be held on the first Tuesday in September.

Directors.

7. The number of directors shall be not less than five nor more than nine, one or more of whom may be paid directors.

Railway authorized.

8. The Company may lay out, construct and operate a railway, of the gauge of four feet eight and one-half inches, from a point in the town of Cornwall in the county of Stormont, thence northeasterly through the county of Stormont to a point in or near the village of Martintown in the county of Glengarry; thence to a point in or near the town of Alexandria in the said county of Glengarry; thence northerly through the counties of Glengarry and Prescott to a point in or near the town of Hawkesbury; thence to a point on the line of the Canadian Pacific Railway Company at or near Grenville or Calumet in the county of Argenteuil in the province of Quebec.

Consent of municipalities.

9. The Company shall not construct or operate its railway along any highway, street or other public place without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over the said highway, street, or other public place, and upon terms to be agreed upon with such municipality.

Vessels, wharfs, docks, etc.

10. The Company may, for the purposes of its undertaking, construct, acquire, charter and navigate steam and other vessels for the conveyance of passengers, goods and merchandise; and may construct, acquire and dispose of wharfs, docks, elevators, warehouses, offices and other structures to be used to facilitate the carrying on of business in connection therewith; and may carry on the business of warehousemen and wharfingers; and may charge wharfage and other dues for the use of any such property.

11. For the purposes of its undertaking and subject to the provisions of section 247 of the *Railway Act*, the Company may acquire, but not by expropriation, electric or other power or energy, which may be transmitted and delivered to any place in the municipalities through which the railway has been constructed, and may receive, transform, transmit, distribute and supply such power or energy in any form, and may dispose of the surplus thereof, and may collect rates and charges therefor; but no such rate or charge shall be demanded or taken until it has been approved of by the Board of Railway Commissioners for Canada, which may also revise such rates and charges.

12. The Company may, subject to the provisions of the *Railway Act*, construct and operate telegraph and telephone lines upon its railway, and establish offices for, and undertake the transmission of messages for the public, and collect tolls therefor; and for the purposes of operating such lines, or of exchanging or transmitting messages, may, subject to the provisions of the said Act, enter into contracts with any companies having telegraph or telephone powers, and may connect its own lines with the lines of, or lease its own lines to, any such companies.

2. No toll or charge shall be demanded or taken for the transmission of any message, or for leasing or using the telegraphs or telephones of the Company, until it has been approved of by the Board of Railway Commissioners for Canada, which may also revise such tolls and charges.

3. Part II of the *Telegraphs Act*, except such portions thereof as are inconsistent with this Act or with the *Railway Act*, shall apply to the telegraphic business of the Company.

13. Nothing in this Act or in the *Telegraphs Act* shall authorize the Company to construct or operate any telegraph or telephone lines, or any lines for the purpose of distributing electricity for lighting, heating or motor purposes, or disposing of surplus power generated by the Company's works and not required for the undertaking of the Company, upon, along or across any highway or public place, without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway or public place, and upon terms to be agreed upon with such municipality, or to sell, dispose of or distribute power or energy within or for use within the limits of any municipality, without the consent, expressed by by-law, of such municipality.

14. The securities issued by the Company in respect of its railway shall not exceed forty thousand dollars per mile.

Electric and
other power.

R.S., c. 126.

Consent of
municipali-
ties for
lines upon
highways,
etc.

Securities.

of its railway, and such securities may be issued only in proportion to the length of railway constructed or under contract to be constructed.

Borrowing.

15. In addition to the securities authorized by section 14 of this Act, the directors, if previously authorized as prescribed by section 136 of the *Railway Act*, may borrow moneys for the acquisition, construction, extension or development of any of such properties, assets, or works, other than the railway, as the Company is authorized to acquire, construct or operate; and, to provide for the repayment of moneys so borrowed, may issue bonds, debentures, debenture stock, perpetual or terminable, or other securities; but such bonds, debentures, debenture stock or other securities shall not exceed in amount the value of the properties, assets or works in respect whereof the issue is made.

Agreements
with other
companies.

16. Subject to the provisions of sections 361, 362 and 363 of the *Railway Act*, the Company may enter into agreements with all or any of the companies hereinafter named, for any of the purposes specified in the said section 361, such companies being the Canadian Pacific Railway Company, the Ottawa and New York Railway Company, the Grand Trunk Railway Company of Canada, the New York Central Railway Company, and the Canadian Northern Railway Company.

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to the King's most Excellent Majesty.



4-5 GEORGE V.

CHAP. 65.

An Act to incorporate The Erie and Ontario Railway Company.

[Assented to 27th May, 1914.]

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. William John Aikens, manufacturer, of the town of Dunnville, in the county of Haldimand, in the province of Ontario, Joshua Smith Hamilton, manufacturer, William Thomas Henderson, one of His Majesty's Counsel, Lloyd Harris, capitalist, and Alfred John Wilkes, one of His Majesty's Counsel, all of the city of Brantford, in the county of Brant, in the province of Ontario, together with such persons as become shareholders in the company, are incorporated under the name of "The Erie and Ontario Name. Railway Company," hereinafter called "the Company." Incorporation.

2. The undertaking of the Company is hereby declared Declaratory. to be a work for the general advantage of Canada.

3. The persons named in section 1 of this Act are Provisional directors. constituted provisional directors of the Company.

4. The capital stock of the company shall be five Capital hundred thousand dollars. No one call thereon shall stock. exceed ten per cent on the shares subscribed.

5. The head office of the Company shall be in the city Head office. of Hamilton, in the province of Ontario.

Annual meeting.

6. The annual meeting of the shareholders shall be held on the first Tuesday in the month of September in each year.

Directors.

7. The number of directors shall be not less than five nor more than nine, one or more of whom may be paid directors.

Railway authorized.

8. The Company may lay out, construct and operate a railway of the gauge of four feet eight and one-half inches commencing at a point at Port Maitland on Lake Erie, in the county of Haldimand, thence through the townships of Sherbrooke and Moulton to the town of Dunnville, and thence through the townships of Wainfleet, Gainsborough and South Grimsby to a point at or near the village of Smithville, in the county of Lincoln; also commencing at a point at Port Maitland aforesaid, thence through the townships of Sherbrooke, Moulton, Wainfleet and Humberstone to Port Colborne in the county of Welland.

Consent o
munic
palities.

9. The Company shall not construct or operate its railway along any highway, street or other public place without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over the said highway, street or other public place, and upon terms to be agreed upon with such municipality.

Securities.

10. The securities issued by the Company shall not exceed forty-five thousand dollars per mile of the railway, and may be issued only in proportion to the length of railway constructed or under contract to be constructed.

Borrowing.

11. In addition to the securities authorized by section 10 of this Act, the directors, if previously authorized as prescribed by section 136 of the *Railway Act*, may, from time to time, borrow moneys for the acquisition, construction, extension or development of any such properties, assets or works, other than the railway, as the Company is authorized to acquire, construct or operate; and, to provide for the repayment of moneys so borrowed, may issue bonds, debentures, debenture stock, perpetual or terminable, or other securities; but such bonds, debentures, debenture stock, or other securities shall not exceed in amount the value of the properties, assets or works in respect whereof the issue is made.

Vessels,
wharfs,
docks, etc.

12. The Company may, for the purposes of its undertaking, construct, acquire and navigate and dispose of steam and other vessels for the conveyance of passengers,

goods and merchandise between any ports in Canada, and between any port in Canada, and any ports in any other country, carry on the business of elevating grain, of buying, selling and dealing in coal and ore, of common carriers of passengers and goods, and of forwarders, wharfingers and warehousemen, and may also construct, acquire, lease and dispose of wharfs, docks, elevators, warehouses and offices.

13. The Company may, subject to the provisions of *Telegraphs and telephones* the *Railway Act*, construct and operate telegraph and telephone lines upon its railway and establish offices for and undertake the transmission of messages for the public, and collect tolls therefor; and for the purpose of operating such lines, or exchanging or transmitting messages, may, subject to the provisions of the said Act, enter into contracts with any companies having telegraph or telephone powers, and may connect its own lines with the lines of, or lease its own lines to, any such companies.

2. No toll or charge shall be demanded or taken for *Tolls*. the transmission of any messages or for leasing or using the telegraphs or telephones of the Company, until it has been approved of by the Board of Railway Commissioners for Canada, which may also revise such tolls and charges.

3. Part II of the *Telegraphs Act*, except such portions *R.S., c. 126.* thereof as are inconsistent with the *Railway Act* or with this Act, shall apply to the telegraphic business of the Company.

14. Subject to the provisions of sections 361, 362 *Agreements with other Companies.* and 363 of the *Railway Act*, the Company may, for any of the purposes specified in the said section 361, enter into agreements with the Grand Trunk Railway Company of Canada, the Canadian Pacific Railway Company, the Toronto, Hamilton and Buffalo Railway Company, the Canadian Northern Ontario Railway Company, the Michigan Central Railway Company and the Wabash Railway Company.

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4-5 GEORGE V.

CHAP. 66.

An Act to incorporate The Farnham and Granby Railway Company of Canada.

[Assented to 27th May, 1914.]

WHEREAS a petition has been presented, praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Chilian Longly Hervey, of the city of Montreal, in the province of Quebec, civil engineer, and Robert Hatfield Pringle, agent, Thomas A. Burgess, barrister-at-law, and Louis Cote, barrister-at-law, all three of the city of Ottawa, in the county of Carleton, in the province of Ontario, together with such persons as become shareholders in the company, are hereby incorporated under the name of ^{Name.} *“The Farnham and Granby Railway Company of Canada,”* hereinafter called “the Company.”

2. The undertaking of the Company is hereby declared to ^{Declaration.} be a work for the general advantage of Canada.

2. The persons named in section 1 of this Act are hereby ^{Provisional directors.} constituted provisional directors of the Company.

3. The capital stock of the Company shall be five ^{Capital stock.} hundred thousand dollars. No one call thereon shall exceed ten per cent on the shares subscribed.

4. The Company, if previously authorized by a resolution passed by the ordinary shareholders at any annual meeting or at any special general meeting duly called for that purpose, at which meeting shareholders representing ^{Preference stock.} at

at least three-fourths in value of the subscribed ordinary stock of the Company are present, or represented by proxy, may issue any portion of its capital stock as preference stock, and preference stock so issued shall have such preference and priority, as respects dividends and otherwise, over ordinary stock as is declared by such resolution.

Preference shareholders.

2. Holders of such preference stock shall be shareholders within the meaning of this Act and of the *Railway Act*, and shall, in all respects other than the preference and priority provided for by this section, possess the rights and be subject to the liabilities of such shareholders.

Head office.

5. The head office of the Company shall be at the city of Montreal in the province of Quebec.

Annual meeting.

6. The annual meeting of the shareholders shall be held on the first Tuesday in September.

Directors.

7. The number of directors shall be not less than five nor more than nine, one or more of whom may be paid directors.

Railway authorized.

8. The Company may lay out, construct and operate a railway, of the gauge of four feet eight and one-half inches, from a point on the line of the Canadian Pacific Railway at or near Farnham in the county of Missisquoi, in the province of Quebec, thence easterly through the county of Brome or the county of Rouville to the village of Granby in the county of Shefford; thence northeasterly passing through the county of Shefford to Windsor Mills or Richmond in the county of Richmond.

Consent of municipalities.

9. The Company shall not construct or operate its railway along any highway, street or other public place without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over the said highway, street, or other public place, and upon terms to be agreed upon with such municipality.

Vessels, wharfs, docks, etc.

10. The Company may, for the purposes of its undertaking, construct, acquire, charter and navigate steam and other vessels for the conveyance of passengers, goods and merchandise; and may construct, acquire, and dispose of wharfs, docks, elevators, warehouses, offices and other structures to be used to facilitate the carrying on of business in connection therewith; and may carry on the business of warehousemen and wharfingers; and may charge wharfage and other dues for the use of any such property.

11. For the purposes of its undertaking and subject to the provisions of section 247 of the *Railway Act*, the Company may acquire, but not by expropriation, electric or other power or energy, which may be transmitted and delivered to any place in the municipalities through which the railway has been constructed, and may receive, transform, transmit, distribute and supply such power or energy in any form, and may dispose of the surplus thereof, and may collect rates and charges therefor; but no such rate or charge shall be demanded or taken until it has been approved of by the Board of Railway Commissioners for Canada, which may also revise such rates and charges. Electric and other power.

12. The Company may, subject to the provisions of the *Railway Act*, construct and operate telegraph and telephone lines upon its railway, and establish offices for, and undertake the transmission of messages for the public, and collect tolls therefor; and for the purposes of operating such lines, or of exchanging or transmitting messages, may, subject to the provisions of the said Act, enter into contracts with any companies having telegraph or telephone powers, and may connect its own lines with the lines of, or lease its own lines to, any such companies. Telegraphs and telephones.

2. No toll or charge shall be demanded or taken for the Tolls. transmission of any message, or for leasing or using the telegraphs or telephones of the Company, until it has been approved of by the Board of Railway Commissioners for Canada, which may also revise such tolls and charges.

3. Part II of the *Telegraphs Act*, except such portions R.S., c. 126. thereof as are inconsistent with this Act or with the *Railway Act*, shall apply to the telegraphic business of the Company.

13. Nothing in this Act or in the *Telegraphs Act* shall authorize the Company to construct or operate any telegraph or telephone lines, or any lines for the purpose of distributing electricity for lighting, heating or motor purposes, or disposing of surplus power generated by the Company's works and not required for the undertaking of the Company, upon, along or across any highway or public place, without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway or public place, and upon terms to be agreed upon with such municipality, or to sell, dispose of or distribute power or energy within or for use within the limits of any municipality, without the consent, expressed by by-law, of such municipality. Consent of municipalities for lines upon highways, etc.

14. The securities issued by the Company in respect of Securities. its railway shall not exceed forty thousand dollars per mile

of its railway, and such securities may be issued only in proportion to the length of railway constructed or under contract to be constructed.

Borrowing.

15. In addition to the securities authorized by section 14 of this Act, the directors, if previously authorized as prescribed by section 136 of the *Railway Act* may borrow moneys for the acquisition, construction, extension or development of any of such properties, assets, or works other than the railway, as the Company is authorized to acquire, construct or operate; and to provide for the repayment of moneys so borrowed, may issue bonds, debentures, debenture stock, perpetual or terminable, or other securities; but such bonds, debentures, debenture stock or other securities shall not exceed in amount the value of the properties, assets or works, in respect whereof the issue is made.

Agreements
with other
companies.

16. Subject to the provisions of sections 361, 362 and 363 of the *Railway Act*, the Company may, for any of the purposes specified in the said section 361, enter into agreements with the Canadian Pacific Railway Company and the Central Vermont Railway Company, or either of the said companies.

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4 - 5 GEORGE V.

CHAP. 67.

An Act to incorporate The Norfolk and Elgin Railway Company.

[Assented to 3rd April, 1914.]

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Stephen Ferdinand Adalia, capitalist; William Herbert Price, solicitor, Charles Michael Garvey, solicitor, Frank Lind Somerville, civil engineer, and John Harris, gentleman, all of the city of Toronto, in the province of Ontario, together with such persons as become shareholders in the company, are incorporated under the name of "The Norfolk and Elgin Name. Railway Company," hereinafter called "the Company."

2. The railway of the Company is declared to be a Declaratory work for the general advantage of Canada.

3. The persons named in section 1 of this Act are constituted provisional directors of the Company.

4. The capital stock of the Company shall be one million dollars. No one call thereon shall exceed ten per cent on the shares subscribed.

5. The head office of the Company shall be in the city of Toronto, in the province of Ontario.

6. The annual meeting of the shareholders shall be held on the third Monday in September.

Directors.

7. The number of directors shall be not less than five or more than nine, one or more of whom may be paid directors.

Railway authorized.

8. The Company may lay out, construct and operate a railway of the gauge of four feet eight and one-half inches from a point at, or in the town of Simcoe, in the county of Norfolk, thence in a westerly direction through the said town of Simcoe, the Gore of the township of Woodhouse and the township of Charlotteville; thence in a south-westerly direction through the township of North Walsingham to a point about one and one half miles northwesterly from the village of Langton; thence in a southerly direction continuing through the townships of North Walsingham and Houghton to a point within three miles of the shores of Lake Erie; thence in a westerly direction through the township of Houghton, in the county of Norfolk, and township of Bayham in the county of Elgin, to a point at, or in the village of Port Burwell.

Consent of municipality.

9. The Company shall not construct or operate its railway along any highway, street or other public place without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over the said highway, street or other public place, and upon terms to be agreed upon with such municipality.

Securities.

10. The securities issued by the Company shall not exceed fifty thousand dollars per mile of the railway and may be used only in proportion to the length of railway constructed or under contract to be constructed.

Borrowing.

11. In addition to the securities authorized by section 10 of this Act, the directors, if previously authorized as prescribed by section 136 of the *Railway Act*, may from time to time borrow moneys for the acquisition, construction, extension or development of any such properties, assets or works, other than the railway, as the Company is authorized to acquire, construct or operate, and, to provide for the repayment of moneys so borrowed, may issue bonds, debenture stock, perpetual or terminable, or other securities; but such bonds, debenture stock, or other securities, shall not exceed in amount the value of the properties, assets or works in respect whereof the issue is made.

Vessels, wharfs, docks, etc.

12. The Company may construct, acquire, charter and navigate steam and other vessels for the conveyance of passengers, goods and merchandise between any ports in Canada and between any ports in Canada and any ports in

any other country; and construct, acquire, operate, lease and dispose of wharfs, docks, elevators, warehouses, offices and other structures, to be used to facilitate the carrying on of business in connection therewith; and may carry on the business of warehousemen and wharfingers and charge wharfage and other dues for the use of any such property.

13. The Company may, in connection with its railway Hotels, etc. for the purpose of its undertaking and for the comfort and accommodation of travellers, construct, acquire, maintain or otherwise utilize hotels, sanatoriums, restaurants and other buildings, and carry on in connection therewith all business necessary for such purposes.

14. For the purposes of its undertaking, and subject Electric and other power. to the provisions of section 247 of the *Railway Act*, the Company may acquire, but not by expropriation, electric and other power or energy, and transmit and deliver the same to any place in the municipalities through which the railway is built, and receive, transform, transmit, distribute and supply such power or energy in any form, and dispose of the surplus thereof and collect rates and charges therefor; but no such rate or charge shall be demanded or taken until it has been approved of by the Board of Railway Commissioners for Canada, which may also revise such rates and charges.

15. The Company may, subject to the provisions of Telegraphs and telephones. the *Railway Act*, construct and operate telegraph and telephone lines upon its railway, and establish offices for and undertake the transmission of messages for the public and collect tolls therefor, and, for the purposes of operating such lines or exchanging or transmitting messages, may, subject to the provisions of the said Act, enter into any contract with any companies having telegraph or telephone powers, and may connect its own lines with the lines of, or may lease its own lines to, any such companies.

2. No toll or charge shall be demanded or taken for the Tolls. transmission of any message or for leasing or using the telegraphs or telephones of the Company, until it has been approved of by the Board of Railway Commissioners for Canada, which may also revise such tolls and charges.

3. Part II of the *Telegraphs Act*, except such portions R. S., c. 126. thereof as are inconsistent with this Act or with the *Railway Act*, shall apply to the telegraphic business of the Company.

16. Nothing in this Act or in the *Telegraphs Act* shall Consent of municipalities for lines upon highways, etc. authorize the Company to construct or operate any telegraph

telegraph or telephone lines, or any lines for the purpose of distributing electricity for lighting, heating or motor purposes, or disposing of surplus power generated by the Company's works and not required for the undertaking of the Company upon, along or across any highway or public place, without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway or public place, and upon terms to be agreed on with such municipality, or to sell, dispose of or distribute power or energy within or for use within the limits of any municipality, without the consent, expressed by by-law, of such municipality.

**Agreements
with other
companies.**

17. Subject to the provisions of sections 361, 362 and 363 of the *Railway Act*, the Company may, for any of the purposes specified in the said section 361, enter into agreements with the Canadian Pacific Railway Company, the Grand Trunk Railway Company of Canada, the Canadian Northern Ontario Railway Company, and the Lake Erie and Northern Railway Company, or any of them.

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4-5 GEORGE V.

CHAP. 68.

An Act to incorporate Pacific, Peace River and Athabasca Railway Company.

[Assented to 3rd April, 1914.]

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Charles F. Law, of the city of Vancouver, in the province of British Columbia, investment broker, D. A. Thomas, of the city of Cardiff, in the principality of Wales, colliery proprietor, V. Lloyd-Owen, of the city of London, in the Kingdom of England, financial agent, Valentine Quinn, of the said city of Vancouver, in the province of British Columbia, financial agent, and Thomas A. Burgess, of the city of Ottawa, in the province of Ontario, solicitor, together with such persons as become shareholders in the company, are incorporated under the name of "Pacific, Name Peace River and Athabasca Railway Company," herein-after called "the Company."

2. The persons named in section 1 of this Act are constituted provisional directors of the Company. Provisional
directors.

3. The capital stock of the Company shall be fifteen million dollars. No one call thereon shall exceed ten per cent on the shares subscribed. Capital
stock.

4. The Company, if previously authorized by a resolution passed by the ordinary shareholders at any annual meeting or at any special general meeting duly called for that purpose, at which meeting shareholders representing at least three-fourths

fourths in value of the subscribed ordinary stock of the Company are present or represented by proxy, may issue any portion of its capital stock as preference stock, and preference stock so issued shall have such preference and priority as respects dividends or otherwise, over ordinary stock as is declared by such resolution.

Preference shareholders.

2. Holders of such preference stock shall be deemed to be shareholders within the meaning of this Act and of the *Railway Act*, and shall, in all respects other than the preference and priority provided by this section, possess the rights and be subject to the liabilities of such shareholders.

Head office.

5. The head office of the Company shall be at the city of Vancouver, in the province of British Columbia.

Annual meeting.

6. The annual meeting of the shareholders shall be held on the second Tuesday in September.

Directors.

7. The number of directors shall be not less than five nor more than nine, one or more of whom may be paid directors.

Railway authorized.

8. The Company may lay out, construct and operate a line of railway of the gauge of four feet eight and one-half inches, commencing at a point on tide water, at the mouth of the Nass river, in the province of British Columbia, and running in an easterly and northerly direction up the Nass river, approximately a distance of two hundred and twenty five miles to the height of land between the Nass and Skeena watershed, thence following down Courier Creek to the Skeena river, thence down the Skeena river to the mouth of Bear river, thence up Bear river to Bear lake, thence across the divide in a southerly direction to the Driftwood river and continuing down the Driftwood river to the North Tacla lake, thence crossing the divide by way of the Hogem Pass to the Omineca river, thence following the Omineca river easterly to the Finley Branch of the Peace river, thence following the north side of the main Peace river easterly and northerly to Vermilion rapids or chutes, in the province of Alberta, thence crossing the Peace river at the falls or chutes, and continuing down the right bank of the Peace river to Point Providence, thence in an easterly direction to the mouth of the Athabasca river, thence following up the Athabasca river to Fort McMurray, thence easterly up the Clearwater river to the Pembina river, thence following the Pembina river south to the height of land and crossing over to Beaver River, thence in an easterly and southerly direction to Prince Albert, in the province of Saskatchewan.

9. The Company shall not construct or operate its railway along any highway, street or other public place without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway, street or other public place, and upon the terms to be agreed upon with such municipality. Consent of municipalities.

10. The Company may, subject to the provisions of the *Railway Act*, construct and operate telegraph and telephone lines upon its railway, and establish offices for and undertake the transmission of messages for the public, and collect tolls therefor; and for the purposes of operating such lines, or exchanging or transmitting messages may subject to the provisions of the *Railway Act* enter into contracts with any companies having telegraph or telephone powers, and may connect its own lines with the lines of, or may lease its own lines to, any such companies. Telegraphs and telephones.

2. No toll or charge shall be demanded or taken for the transmission of any message, or for leasing or using the telegraphs or telephones of the company, until it has been approved of by the Board of Railway Commissioners for Canada, which may also revise such tolls and charges. Tolls.

3. Part II of the *Telegraphs Act*, except such portions R.S., c., 126. thereof as are inconsistent with the *Railway Act*, or with this Act, shall apply to the telegraphic business of the Company.

11. The securities issued by the Company shall not Securities. exceed fifty thousand dollars per mile of the railway; and may be issued only in proportion to the length of railway constructed or under contract to be constructed.

12. In addition to the securities authorized by section 11 of this Act, the directors, if previously authorized as prescribed by section 136 of the *Railway Act*, may, from time to time, borrow moneys for the acquisition, construction, extension or development of any such properties, assets, or works, other than the railway, as the Company is authorized to acquire, construct or operate; and to provide for the repayment of moneys so borrowed, may issue bonds, debentures, debenture stock, perpetual or terminable, or other securities; but such bonds, debentures, debenture stock, or other securities shall not exceed in amount the value of the properties, assets or works, in respect whereof the issue is made. Borrowing.

13. The Company may, for the purpose of its under-taking, construct, acquire, charter and navigate steam and other vessels for the conveyance of passengers, goods and Vessels, wharfs, docks, etc. merchandise.

merchandise; and may construct, acquire and dispose of wharfs, docks, elevators, warehouses, offices and other structures to be used to facilitate the carrying on of business in connection therewith; and may carry on the business of warehousemen and wharfingers, and charge wharfage and other dues for the use of any such property.

**Electric
and other
power.**

14. For the purposes of its undertaking, and subject to the provisions of section 247 of the *Railway Act*, the Company may acquire, but not by expropriation, electric or other power or energy, and transmit and deliver the same to any place in the municipalities through which the railway has been constructed; and may receive, transform, transmit, distribute, and supply such power or energy in any form, and may dispose of the surplus thereof, and may collect rates and charges therefor; but no such rate or charge shall be demanded or taken until it has been approved of by the Board of Railway Commissioners for Canada, which may also revise such rates and charges.

**Consent of
municipalities
for lines
upon highways,
etc.**

15. Nothing in this Act, or in the *Telegraphs Act*, shall authorize the Company to construct or operate any telegraph or telephone lines or any lines for the purpose of distributing electricity for lighting, heating or motor purposes, or disposing of surplus power generated by the Company's works and not required for the undertaking of the Company, upon, along or across any highway or public place, without first obtaining the consent expressed by by-law of the municipality having jurisdiction over such highway or public place, and upon terms to be agreed on with such municipality, or to sell, dispose of or distribute power or energy within or for use within the limits of any municipality, without the consent, expressed by by-law, of such municipality.

**Agreements
with other
companies.**

16. Subject to the provisions of sections 361, 362 and 363 of the *Railway Act*, the Company may, for any of the purposes specified in the said section 361, enter into agreements with the Grand Trunk Pacific Railway Company, the Canadian Pacific Railway Company and the Canadian Northern Railway Company, or any of them.

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4-5 GEORGE V.

CHAP. 69.

An Act to incorporate The Peace River Tramway and Navigation Company.

[Assented to 27th May, 1914.]

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Charles F. Law, broker, W. H. Armstrong, contractor, ^{Incorporation.} and Gilbert Blair, merchant, all of the city of Vancouver, in the province of British Columbia, and Thomas A. Burgess and Louis Côté, barristers, both of the city of Ottawa, in the province of Ontario, together with such persons as become shareholders in the company, are incorporated under the name of "The Peace River Tramway and Navi- ^{Name.} gation Company," hereinafter called "the Company."

2. The persons named in section 1 of this Act are ^{Provisional} directors constituted provisional directors of the Company. ^{directors.}

3. The capital stock of the Company shall be one ^{Capital} million dollars. No one call thereon shall exceed ten per ^{stock.} cent on the shares subscribed.

4. The Company, if previously authorized by a resolution ^{Preference} passed by the ordinary shareholders at any annual meeting ^{stock.} or at any special general meeting duly called for that purpose, at which meeting shareholders representing at least three-fourths in value of the subscribed ordinary stock of the Company are present or represented by proxy, may issue any portion of its capital stock as preference stock, and

preference stock so issued shall have such preference and priority, as respects dividends or otherwise, over ordinary stock as is declared by such resolution.

Preference shareholders.

2. Holders of such preference stock shall be deemed to be shareholders within the meaning of this Act and of the *Railway Act*, and shall, in all respects other than the preference and priority provided by this section, possess the rights and be subject to the liabilities of such shareholders.

Head office.

5. The head office of the Company shall be at the city of Vancouver in the province of British Columbia.

Annual meeting.

6. The annual meeting of the shareholders shall be held on the second Tuesday in September.

Directors.

7. The number of directors shall be not less than five nor more than nine, one or more of whom may be paid directors.

Railway authorized.

8. The Company may lay out, construct and operate a railway, of the gauge of four feet eight and one-half inches, commencing at a point at Smith's Landing on the Slave river, thence along the westerly side of the Slave river to a point in the North West Territories at Fort Smith on the Slave river; also commencing at a point south of Vermilion rapids at or near the Peace river, thence in an easterly direction along the northerly bank of the Peace river to a point on the Peace river north of Vermilion Falls, in the province of Alberta.

Consent of municipalities.

9. The Company shall not construct or operate its railway along any highway, street or other public place without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway, street or other public place, and if there is no such municipality, then without first obtaining the consent of the authority having jurisdiction over such highway, street, or other public place, and upon the terms to be agreed upon with such municipality, or such other authority.

Telegraphs and telephones.

10. The Company may, subject to the provisions of the *Railway Act*, construct and operate telegraph and telephone lines upon its railway, and establish offices for and undertake the transmission of messages for the public, and collect tolls therefor; and for the purposes of operating such lines, or exchanging or transmitting messages, may, subject to the provisions of the *Railway Act*, enter into contracts with any companies having

telegraph or telephone powers, and may connect its own lines with the lines of, or may lease its own lines to, any such companies.

2. No toll or charge shall be demanded or taken for the ^{Tolls.} transmission of any message, or for leasing or using the telegraphs or telephones of the Company, until it has been approved of by the Board of Railway Commissioners for Canada, which may also revise such tolls and charges.

3. Part II of the *Telegraphs Act*, except such portions ^{R.S., c. 126.} thereof as are inconsistent with the *Railway Act*, or with this Act, shall apply to the telegraphic business of the Company.

11. The securities issued by the Company shall not ^{Securities.} exceed thirty thousand dollars per mile of the railway; and may be issued only in proportion to the length of railway constructed or under contract to be constructed.

12. In addition to the securities authorized by section ^{Borrowing.} 11 of this Act, the directors, if previously authorized as prescribed by section 136 of the *Railway Act*, may, from time to time, borrow moneys for the acquisition, construction, extension, or development of any such properties, assets, or works, other than the railway, as the Company is authorized to acquire, construct or operate; and to provide for the repayment of moneys so borrowed, may issue bonds, debentures, debenture stock, perpetual or terminable, or other securities; but such bonds, debentures, debenture stock or other securities shall not exceed in amount the value of the properties, assets or works, in respect whereof the issue is made.

13. The Company may, for the purposes of its <sup>Vessels,
wharfs,
docks, etc.</sup> undertaking, construct, acquire, charter and navigate steam and other vessels for the conveyance of passengers, goods and merchandise, and may construct, acquire and dispose of wharfs, docks, elevators, warehouses, offices and other structures to be used to facilitate the carrying on of business in connection therewith, and may carry on the business of warehousemen and wharfingers, and charge wharfage and other dues for the use of any such property.

14. For the purposes of its undertaking and subject <sup>Electric
and other
power.</sup> to the provisions of section 247 of the *Railway Act*, the Company may acquire, but not by expropriation, electric or other power or energy, and transmit and deliver the same to any place in the municipalities through which the railway has been constructed; and may receive, transform, transmit, distribute and supply such power or energy,

in any form, and may dispose of the surplus thereof, and may collect rates and charges therefor; but no such rate or charge shall be demanded or taken until it has been approved of by the Board of Railway Commissioners for Canada, which may also revise such rates and charges.

Consent of
municipalities
for lines upon
highways,
etc.

15. Nothing in this Act or in the *Telegraphs Act* shall authorize the Company to construct or operate any telegraph or telephone lines, or any lines for the purpose of distributing electricity for lighting, heating or motor purposes, or disposing of surplus power generated by the Company's works and not required for the undertaking of the Company, upon, along or across any highway, street, or public place, without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway, street, or public place, or, if there is no such municipality, then without first obtaining the consent of the authority having jurisdiction over such highway, street, or public place, and upon terms to be agreed upon with such municipality, or other such authority, or to sell, dispose of or distribute power or energy within or for use within the limits of any municipality, without the consent, expressed by by-law of such municipality, or such other authority.

Agree-
ments with
other
companies.

16. Subject to the provisions of sections 361, 362 and 363 of the *Railway Act*, the Company may, for any of the purposes specified in the said section 361, enter into agreements with the Grand Trunk Pacific Railway Company, the Canadian Pacific Railway Company, the Canadian Northern Railway Company, and the Pacific Peace River and Athabasca Railway Company, or any of them.

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4-5 GEORGE V.

CHAP. 70.

An Act to incorporate The Sudbury, Kepawa and Bell River Railway Company.

[Assented to 27th May, 1914.]

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. John Lumsden, of the city of Ottawa, lumberman; Arthur Ellis, of the city of Ottawa, barrister-at-law; Albert Edward Rea, of the city of Ottawa, merchant, Patrick James Loughrin, of the town of West Toronto, general agent, and Lawrence O'Connor, of the town of Sudbury, gentleman, together with such persons as become shareholders in the company, are incorporated under the name of "The Name. Sudbury, Kepawa and Bell River Railway Company," hereinafter called "the Company."

2. The persons named in section 1 of this Act are constituted provisional directors of the Company.

3. The capital stock of the Company shall be three million dollars; no one call thereon shall exceed ten per cent on the shares subscribed.

4. The head office of the Company shall be at the city of Ottawa, in the province of Ontario.

5. The annual meeting of the shareholders shall be held on the second Tuesday in September.

Directors.

6. The number of directors shall be not less than five and not more than nine, one or more of whom may be paid directors.

Railway authorized

7. The Company may lay out, construct and operate a line of railway of the gauge of four feet eight and one half inches from a point at the town of Sudbury easterly to a point at Kepawa Junction in the province of Quebec, thence in a northeasterly direction to the National Transcontinental Railway in the province of Quebec, at or near where the said railway crosses the Bell River.

Consent of municipalities.

8. The Company shall not construct or operate its railway along any highway, street or any other public place without first obtaining the consent expressed by by-law of the municipality having jurisdiction over the said highway, street or other public place, and upon the terms to be agreed upon with such municipality.

Vessels, wharfs, docks, etc.

9. The Company may for the purpose of its undertaking construct, acquire, charter and navigate steam and other vessels for the conveyance of passengers, goods and merchandise; and may construct, acquire and dispose of wharfs, docks, elevators, warehouses, offices and other structures to be used to facilitate the carrying on of business in connection therewith and may carry on the business of warehousemen and wharfingers; and charge wharfage and other dues for the use of any such property.

Telegraphs and telephones.

10. The Company may, subject to the provisions of the *Railway Act*, construct and operate telegraph and telephone lines upon its railway, and establish offices for and undertake the transmission of messages for the public, and collect tolls for such messages; and for the purposes of operating such lines or exchanging or transmitting messages, may, subject to the provisions of the said Act, enter into contracts with any companies having telegraph or telephone powers, and may connect its own lines with the lines of, or may lease its own lines to, any such companies.

Tolls.

2. No toll or charge shall be demanded or taken for the transmission of any message, or for leasing or using the telegraph or telephones of the Company, until it has been approved of by the Board of Railway Commissioners for Canada, which may revise such tolls and charges.

R.S., c. 126.

3. Part II of the *Telegraphs Act*, except such portions thereof as are inconsistent with the *Railway Act*, or with this Act, shall apply to the telegraphic business of the Company.

11. The securities issued by the Company in respect ^{Securities.} to its railway shall not exceed fifty thousand dollars per mile of single track railway, nor seventy thousand dollars per mile of double track railway, and such securities may be issued only in proportion to the length of railway constructed or under contract to be constructed.

12. In addition to the securities authorized by section ^{Borrowing.} 11 of this Act, the directors, if previously authorized as prescribed by section 136 of the *Railway Act* may, from time to time borrow money for the acquisition, construction, extension or development of any of such properties, assets or works, other than the railway, as the Company is authorized to acquire, construct or operate; and, to provide for the repayment of moneys so borrowed may issue bonds, debentures, debenture stock, perpetual or terminable, or other securities; but such bonds, debentures, debenture stock or other securities shall not exceed in amount the value of the properties, assets, or works, in respect whereof the issue is made.

13. The Company may, subject to the provisions ^{Bridges.} of the *Railway Act*, and subject also to the orders of the Board of Railway Commissioners for Canada, construct or arrange any of its railway bridges for the use of foot passengers and vehicles; and in such cases the tolls to be charged for the passage of foot passengers and vehicles shall, before being imposed, be first submitted to and approved of, and may be revised, by the said Board, but the Company may, at any time, reduce such tolls, and a notice showing the tolls authorized to be charged on any such bridge shall, at all times, be posted up in a conspicuous place on the bridge.

14. Subject to the provisions of sections 361, 362 and 363 of the *Railway Act*, the Company may enter into agreements for any of the purposes specified in the said section 361, with the Canadian Pacific Railway Company, the Canadian Northern Ontario Railway Company and the Temiskaming and Northern Ontario Railway Company, or any of them. ^{Agreement with other companies.}



4-5 GEORGE V.

CHAP. 71.

An Act respecting The Alberta Central Railway Company.

[Assented to 27th May, 1914.]

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The agreement made between The Canadian Northern Western Railway Company and The Alberta Central Railway Company, dated the fifteenth day of July, one thousand nine hundred and thirteen, a copy of which forms the schedule of this Act, is hereby ratified and confirmed and declared to be valid and binding on the parties thereto in all respects whatsoever, and the parties to the said agreement are and each of them is hereby authorized and empowered to do whatsoever may be necessary to give full effect to the provisions of the said agreement for the full term of ninety-nine years from the date of the said agreement, as in the said agreement provided: Provided, however, that nothing herein contained shall be deemed in any way to impair or restrict the powers of the Board of Railway Commissioners for Canada, and all the provisions of the *Railway Act* now applying to the said companies and their respective railways and undertakings shall continue to apply to the same.

SCHEDULE.

This agreement made in triplicate this fifteenth day of July, A.D. 1913, between The Alberta Central Railway Company,

Recitals:—

Lands included in joint premises.

Company, hereinafter called "the Alberta Company," of the first part, and The Canadian Northern Western Railway Company, hereinafter called "the Northern Company," of the second part, Witnesseth: That whereas the Alberta Company is the owner of or is about to acquire for the purposes of its railway, amongst other lands, the lands set out in Schedule "A" hereto being a portion of the lands required for that portion of the Alberta Company's railway from a point on the southeast quarter of section twenty-two (22) township thirty-nine (39) range seven (7) west of the fifth meridian to the west limit of sections eighteen (18) and nineteen (19) in the same township and range, which said lands set out in Schedule "A" hereto together with the tracks, station buildings, freight sheds and other railway facilities to be located thereon and including private sidings to which the Northern Company is hereby given equal access are hereinafter referred to collectively as the "joint premises."

Joint use.

And whereas the Northern Company desires to use the joint premises jointly with the Alberta Company upon the terms and in the manner hereinafter set out and the Alberta Company has agreed thereto upon the terms and conditions herein contained.

Therefore in consideration of the mutual covenants herein contained the parties hereto have agreed as follows:—

1. The Alberta Company upon and subject to the terms and conditions hereinafter contained hereby grants to the Northern Company the permission, right and privilege to connect and during the continuance of this agreement to maintain the connection of its tracks with the tracks of the Alberta Company at or in the vicinity of the eastern and western limits respectively of the said joint premises (the exact location of such connections to be agreed upon between the parties hereto) and the right to the use of the joint premises jointly with the Alberta Company and such other railway company or companies as the Alberta Company shall hereafter pursuant to the provisions of clause 25 hereof permit to use the same. It is understood that the Northern Company shall have equal access to all private sidings upon or directly connected with the joint premises, but not including the spur track proposed to be constructed by the Alberta Company from some point on the joint premises on the west half of section twenty-one and extending southerly to the banks of the North Saskatchewan River.

2. The Northern Company is to operate its own trains over the tracks comprised in the joint premises with its own engines and train crews and shall until such time as the

Granting clause.

Connections.

Other railways.

Private sidings.

Spur Track excepted.

Operation of trains.

Alberta Company shall place a switching engine or engines ^{Switching.} upon the said joint premises (the expense of which shall be charged to operation of the joint premises) place its own cars upon the team tracks and at the freight sheds comprised in the joint premises and do all other switching required by the Northern Company upon the joint premises, but upon the Alberta Company so placing a switch engine or engines upon the joint premises for the purposes of performing switching services thereon, the tracks comprised in the joint premises shall thereafter be used by the Northern Company solely for the purpose of operating thereover the through freight and passenger trains of the Northern Company.

3. The Alberta Company is exclusively, except in respect ^{Handling traffic at stations.} of duties usually performed by road trainmen, including train baggagemen, to perform for both Companies all services in connection with the handling of all passenger, freight and baggage traffic at any station building comprised in the joint premises, such services to include the selling of tickets and the checking and handling of baggage. The express business of the Northern Company is to be handled by the Northern Company's own employees, or those of its allied express company, and suitable space is to be provided therefor at the said station, the location and character of the said space to be determined by the Pacific Company, but to be relatively equal to the space to be provided for the like purpose for the Pacific Company or the Dominion Express Company, due regard being had to the volume of express business being done by each party hereto respectively at the said station.

4. The joint premises shall, except as otherwise herein ^{Maintenance and repairs.} provided, be maintained, repaired and operated by the Alberta Company and all work incidental thereto shall be done under the sole direction and supervision of the proper officers of the Alberta Company.

5. The Alberta Company may and will from time to time ^{Additional facilities.} during the continuance of this agreement construct upon the lands comprised in the joint premises (including any highways intersecting or adjoining such lands and including the lands covered by the waters of the North Saskatchewan River at the place of crossing, such tracks, buildings, bridges and other railway facilities and appurtenances as in the opinion of the Alberta Company may be required for the operation and handling of the traffic and business of the parties hereto and may re-arrange, rebuild, alter, or make permanent improvements, additions or extensions to, or substitutions for any such tracks, bridges, buildings or other railway facilities or appurtenances. The necessity for any such tracks, bridges, buildings or other railway facilities or appurtenances or for ^{Permanent improvements, etc.}

Joint works
ordered by
Railway
Commissioners.

Track
connections.

Interlocking.

Maintenance
and
operation.

Extensions
westerly of
Alberta Co.

Connections
and
interlocking.

Precedence of
trains.

the doing of any work hereinbefore in this clause mentioned if not acknowledged by both the parties hereto shall be determined by arbitration as hereinafter provided. And the Alberta Company shall also provide, construct and do such works and things for or in connection with the said joint premises (including the crossings of the North Saskatchewan River and of all such highways as aforesaid) as have been or may from time to time be ordered or required by the Board of Railway Commissioners for Canada or by any other properly constituted authority. The cost to the Alberta Company of all works, matters and things hereinbefore in this paragraph referred to shall be carried to capital account upon the amount of one-half of which the Northern Company is to pay interest as hereinafter provided.

6. The Northern Company shall at its own expense construct the track connections at all points of junction of the tracks of the Northern Company with the tracks comprised in the joint premises at the eastern end of the joint premises and shall at its own expense provide and install all necessary interlocking and other protective plant and appliances in connection therewith (including interlocking connections with all joint tracks and the necessary interlocking and other protective switches within such interlocking zone). The Alberta Company shall maintain, repair and operate the said interlocking and other protective plant and appliances and the Northern Company shall pay to the Alberta Company all cost and expense thereof at the times and in the manner hereinafter mentioned.

7. In case the Alberta Company shall extend its railway westerly from the joint premises otherwise than by means of the railway of the Northern Company as hereinafter in clause twenty-eight hereof referred to, the Alberta Company shall construct the track connections at all points of junction of the tracks of the Alberta Company with the tracks comprised in the joint premises at or in the vicinity of the western end of the joint premises, and provide all necessary interlocking and other protective plant and appliances in connection therewith (including interlocking connection with all joint tracks and the necessary interlocking and other protective switches within such interlocking zone) the cost and expense of such connections and of such interlocking and other protective plant and appliances to be carried to capital account upon the amount of one-half of which the Northern Company is to pay interest as hereinafter provided. The interlocking and other protective plant and appliances in this clause mentioned shall be maintained, repaired and operated as part of the joint premises.

8. The trains of the several classes of the Alberta Company shall have precedence on the joint premises over the

trains of the Northern Company of the same or inferior classes, and the superior trains of the Northern Company shall have precedence over the trains of the Alberta Company of inferior classes.

9. The Alberta Company shall not pay or be liable for any mileage or other compensation for or in respect of any engine or car brought upon the joint premises by the Northern Company but the Northern Company shall as between the parties hereto pay and be liable for and hereby covenants to indemnify the Alberta Company against any claim or claims for any such mileage or other compensation for or in respect of any such engines or cars.

10. The enginemen, trainmen and other employees of the Northern Company when on or in charge of its trains and engines on the joint premises shall be subject to and governed by the rules, regulations and orders of the Alberta Company in force for the time being and the movement and handling of the said trains and engines on the joint premises shall be subject to the said rules, regulations and orders and to any directions of the Alberta Company or of its officials which it or they may deem necessary or expedient for the reasonable and proper use and operation of the joint premises. The Northern Company shall on demand, for reasonable cause stated by the Alberta Company, remove from employment in or about the joint premises any such engineman, trainman or other employee of the Northern Company. All regular trains of the Northern Company using the joint premises shall be shown on the working time cards of the Alberta Company but if changes are made by the Northern Company at times when the Alberta Company is not getting out its time cards the Northern Company will pay all the expenses of new time cards.

11. All officials of the Alberta Company having jurisdiction over and charge of the joint premises and all agents, servants and employees of the Alberta Company whatsoever (excepting road enginemen and trainmen) employed on or engaged in the construction, maintenance, repair, renewal or operation of the joint premises or the handling of traffic or doing business thereon or in dealing with business respecting traffic thereon shall, while so employed or engaged, be deemed to be common agents or employees of both parties hereto. The Alberta Company shall, on demand, for reasonable cause stated by the Northern Company, remove from employment in or about the joint premises any such agent, servant or employee of the Alberta Company.

12. All loss, damage or injury whether to the property of either Company party hereto or of any person or company whether

Foreign car
mileage.

Regulations
Alberta Co.
govern.

Removal of
employees.

Time cards.

Common
employees.

Damage
caused by
Co. or by

exclusive employee.

whether received by either party or in its care or custody or otherwise or to any person or company in respect of property or person while such property or person is on the joint premises or if not on the joint premises caused or occasioned by or arising out of anything originating, transacted or done within the purview of this agreement on said joint premises or to the joint premises and generally all loss, damage and injury of whatsoever description by whomsoever sustained, caused by the negligence of one Company or its exclusive employee (not being a common agent or employee as herein described) shall be assumed and borne by such company, but this clause shall not give to any third party any claim or cause of action.

Damage caused by common employee.

13. In case of loss, damage or injury, such as is referred to or described in the next preceding clause hereof, caused by the negligence of a common agent or employee as above described, the amount thereof shall be charged to and paid as part of maintenance and repair expenses for the month in which such loss, damage or injury happened, but this clause shall not give any third party any claim or cause of action.

Damage caused by common and exclusive employee jointly.

14. In case of loss, damage or injury such as is referred to or described in clause 12 hereof, caused jointly by the negligence of a common agent, employee or employees as above described and of an exclusive employee or employees of one of the parties, the amount thereof shall be assumed and borne as to one-half thereof by the party whose exclusive employee contributed to the same and the remaining one-half thereof shall be charged to and paid as part of maintenance and repair expenses for the month in which such loss, damage or injury happened, but this clause shall not give any third party any claim or cause of action.

Other damage severally assumed.

15. The parties hereto shall severally assume and bear all loss, damage and injury sustained by them respectively not coming under clauses twelve, thirteen and fourteen hereof.

Wrecks on joint premises.

16. In case of any wreck occurring within or upon the joint premises caused as mentioned in one or the other of clauses twelve, thirteen and fourteen hereof, the expense of removing the same and of repairs to the joint premises necessitated by such wreck shall be borne accordingly as determined by clauses twelve, thirteen and fourteen hereof.

Wrecks caused by joint negligence or inevitable accident.

17. In case of any wreck occurring within or upon the joint premises proximately caused by negligence of both parties hereto or their respective employees (not common agents or employees as herein described) or caused by inevitable accident, the expense of removing the same and of repairs to the joint premises necessitated by such wreck

shall be expenses chargeable to maintenance and repair for the month in which such wreck occurred.

18. In case of any wreck occurring within or upon the joint premises proximately caused jointly by the negligence of a common agent, employee or employees as herein described and of an exclusive employee or employees of one of the parties, the expense of removing the same and of repairs to the joint premises necessitated by such wreck shall be borne as to one-half thereof by the party whose exclusive employee contributed to the same and the remaining one-half shall be an expense chargeable to maintenance and repair for the month in which such wreck occurred.

19. In case proceedings are commenced against either party hereto for loss, damage or injury which the other agrees herein to exclusively assume or bear the Company proceeded against may give notice thereof to the other and thereupon the last named Company shall assume the defence of said proceedings and save the Company proceeded against harmless from all loss and costs. And in case proceedings are commenced against both parties hereto for loss, damage or injury which is to be exclusively assumed or borne by one of them alone such one shall assume the defence of said proceedings and save the other party hereto harmless from all loss and costs. In case proceedings are commenced against one party hereto for loss, damage or injury for which hereunder both parties may be liable to contribute the other party will join or assist in defending and any costs which may be awarded shall be borne in the proportions provided for in clauses twelve, thirteen and fourteen as the case may be.

20. In case the parties cannot agree under which of the provisions contained in clauses twelve, thirteen, fourteen, fifteen, sixteen, seventeen and eighteen hereof, the loss, damage, injury, or expense hereinbefore referred to shall be assumed, charged or borne, the question as to how the said loss, damage, injury or expense was occasioned shall be referred to arbitration in the manner hereinafter provided for the settlement of differences and disputes arising under this agreement, and in all such cases the award of the arbitrators shall be final in determining the question in dispute, and shall prevail over any contrary finding of a court or jury in an action instituted by any third person or company, and in which both the parties hereto are not represented; provided, however, that if both parties are represented, the finding of such court or jury shall prevail.

21. The Northern Company shall, at its own expense, provide and supply the passenger tickets, baggage checks and

Wrecks
caused by
common and
exclusive
employee
jointly.

Proceedings
assumed
accordingly.

Disputes
concerning
cause of
damage.

Arbitrations.

Advertise-
ments.

Payments by
Northern Co.

Yearly
rental.

$4\frac{1}{2}\%$ of half
cost.

Payable.

Further
rental.

$4\frac{1}{2}\%$ on
amounts
carried to
capital
account.

Maintenance
on wheelage
basis.

Payable.

Items of
cost
chargeable
to mainten-
ance.

other forms and stationery required for its own business, and shall at its own expense do its own advertising, including the advertising at Rocky Mountain House of its train service. It is understood that the Northern Company is to be permitted to advertise its train service in the joint passenger station in the same manner as similar advertising of the Alberta Company.

22. The Northern Company agrees to pay to the Alberta Company during the continuance of this agreement for the privileges here granted in addition to all other payments herein provided for the amounts hereinafter mentioned in the manner and at times hereinafter mentioned, that is to say:—

- (a) A yearly rental on the basis of interest at the rate of four and one half per centum per annum on one-half of the total cost to the Alberta Company of the lands now owned by the Alberta Company comprised in the joint premises and on one-half of the total cost of all lands hereafter acquired by the Alberta Company for the joint premises payable in monthly instalments on the first day of each and every month, the first of such payments being rental for the last half of the month of July, 1913; to be paid on the first day of August, 1913;
- (b) A further rental at the rate of four and one-half per centum per annum on one-half of all sums carried to capital account as hereinbefore mentioned payable on the first day of each and every calendar month during the continuance of this agreement, the first of such payments to be made upon the first day of the second calendar month succeeding the date upon which the outlay or expense represented thereby shall have been made or incurred;
- (c) Such proportion of the total amount of the cost and expense incurred by the Alberta Company in the maintenance, repair and operation of the joint premises as the number of engines and cars of all classes both loaded and empty transported by the Northern Company over the joint premises or any portion thereof during each month bears to the total number of engines and cars of all classes both loaded and empty transported during such month over the joint premises or any portion thereof; payable monthly upon the first day of each and every month during the continuance of this agreement, the first of such payments to be made upon the first day of the month succeeding the first month in which any such expense shall have been incurred. Without limiting the items of cost chargeable to maintenance, repair and operations as herein mentioned, it is understood that there shall be included therein

therein all rates, taxes and assessments charged against or payable upon or in respect of the joint premises or any portion thereof; all insurance premiums payable in respect of structures comprised in the joint premises, the entire salaries, wages and expense accounts of all employees engaged exclusively in work on or in connection with the joint premises and a fair proportion of the salaries wages and expense accounts of all such employees as may be partially or occasionally engaged in work on or in connection with the joint premises and all costs and expenses not included in the foregoing which according to the usual practice of railway companies are properly charged to maintenance, repair and operation;

(d) The full cost and expense of the maintenance, repair and operation of the interlocking and other protective appliances in clause six hereof mentioned payable monthly in like manner as payments under subclause (c) hereof.

Interlocking
cost under
clause 6.

23. The Alberta Company is to render to the Northern Company as soon as possible after the end of each month bills showing moneys which have become due, owing or payable to or earned by the Alberta Company under provisions of this agreement during such preceding month (except in respect of rentals under subclauses (a) and (b) to clause twenty-two hereto) and the Northern Company shall pay to the Alberta Company within thirty days of the receipt of such bill the amount owing to the Alberta Company as indicated thereby. All payments to the Alberta Company under this agreement shall be made at the offices of the Alberta Company in Montreal.

Place of
payment.

24. Should the Northern Company fail to make any of the payments herein stipulated to be made when they shall become due and payable as herein provided and such failure shall continue for sixty days after demand for payment shall have been made in writing by the Alberta Company, the Alberta Company may upon at least thirty days' notice in writing to the Northern Company (unless within such thirty days the Board of Railway Commissioners for Canada upon the application of the Northern Company after ten days notice to the Alberta Company orders otherwise) exclude the Northern Company from the benefit and enjoyment of the joint premises or any portion thereof or of this agreement as the Alberta Company may deem advisable and this agreement and all rights and privileges of the Northern Company hereunder shall thereupon, at the option of the Alberta Company, cease and determine. Such demand in writing and such notice may be made and given by being sent by registered letter prepaid addressed

Default by
Northern
Co.

30 days'
notice.

How given.

to the Canadian Northern Western Railway Company, Winnipeg, Manitoba, and the sixty and thirty days respectively above mentioned shall run from the date of mailing the said demand or notice respectively. Upon the termination of this agreement from any cause whatsoever the Northern Company shall immediately disconnect its tracks from the tracks of the Alberta Company at the said points of junction, and failing to so do, the Alberta Company may disconnect the said tracks at the expense of the Northern Company.

25. It is understood and agreed that neither this Agreement nor anything herein contained shall in any way limit the right of the Alberta Company to grant to any other Railway Company or Companies upon such terms as the Alberta Company may deem proper privileges in respect of the Joint Premises or any part thereof (similar to those hereby given to the Northern Company); Provided, however, that upon the admission of any other Railway Company or Companies to the use or benefit of the Joint Premises or any portion thereof in conjunction with the Alberta Company and the Northern Company, there shall, for the purpose of meeting the altered conditions, be an equitable readjustment of the terms and provisions of this agreement including a readjustment of the payments to be made by the Northern Company for the use and enjoyment of the Joint Premises as herein provided (due regard being had to the extent of the use and benefit of the Joint Premises by the several Companies using the same). In the event of the parties hereto being unable to agree upon a proper readjustment of any or all of such terms and provisions the same shall be referred to the Board of Railway Commissioners for Canada for settlement and the settlement and determination of the said Board in respect thereof, shall be final and binding upon the parties hereto; and the terms and provisions so agreed upon or so settled and determined shall thereafter constitute the agreement between the parties in respect of the matters covered thereby as fully as if the same were set out herein and formed a part of this agreement; but except in so far as the terms and provisions of this agreement may be so varied by agreement or by the settlement and determination of the Board this agreement shall be in no way varied or altered. It is further understood that upon any readjustment (if any) of rentals under the provisions of this clause, the rental payable by the Northern Company based upon the value of the lands comprised in the Joint Premises exclusive of the improvements thereon under clause seven or sub-paragraph (a) of clause 22 hereof is not to be increased by reason of any increased value in such lands after the date of this agreement nor

Joint
privileges
to other
railways

Readjust-
ment of
terms.

Reference to
Board of
Ry.
Commis-
sioners.

Land rental
not affected.

is the Northern Company upon any such readjustment to have the benefit of any increase in the value of such lands, it being the intention that upon any such readjustment the Alberta Company alone is to obtain the benefit of any increase which may take place in the value of such lands, and of any rental payable by any admitted Company in respect of any such increased value.

26. Every disagreement which may arise between the parties hereto as to the construction of this agreement or any part thereof or as to the rights or liabilities of the parties or either of them under it shall be decided by arbitration, the Northern Company and the Alberta Company each to appoint one arbitrator and the two so appointed to appoint a third; but if either party fail for two weeks after appointment and notice thereof by the other party to appoint its arbitrator, or if the two when appointed fail for two weeks to appoint a third, then any judge of the court of the King's Bench for the province of Manitoba may appoint an arbitrator instead of appointment thereof by such party or by two arbitrators as the case may be, and the award in writing of the majority of the three arbitrators shall be conclusive and binding upon the parties hereto.

Disagreements.

Arbitration clause.

27. This Agreement shall subject to the sooner termination thereof as herein provided continue in force for a period of twenty years from the date hereof, provided, however, that the Alberta Company will join with the Northern Company in applying to Parliament for the necessary legislation confirming and ratifying the agreement and making it effective during a term of ninety-nine years from the date hereof, and when so ratified and confirmed, this Agreement shall be and continue in force for the said term of ninety-nine years from the date hereof.

*Time limit
20 years.*

*99 years on
Parliamentary approval.*

28. Whereas the Northern Company intends to extend its railway westerly from the west limit of the Joint Premises hereinbefore referred to to the Westerly boundary of Range 19 West of the Fifth Principal Meridian, which extended portion of its railway the Alberta Company may desire to use in connection with the extension of the Alberta Company's railway beyond Rocky Mountain House. Therefore it is understood and agreed by and between the parties hereto that the Northern Company will give to the Alberta Company the use of the said extended portion of the Northern Company's railway or such part thereof as the Alberta Company may require (which said extended portion of the Northern Company's railway or part thereof required by the Alberta Company, as the case may be, is hereinafter referred to as the "Westerly joint section") jointly with the Northern Company and such other Railway Company or Companies as the Northern Company shall

*Alberta Co.
extensions
westerly.*

*Use of
Northern
Railway.*

On similar terms.

5 years' option to Alberta Co.

Disputes.

hereafter permit to use the same, upon and subject to the same terms and conditions as are herein contained with respect to the use by the Northern Company of the joint premises hereinbefore referred to, in so far and as nearly as such terms and conditions can be made applicable to the Westerly joint section; provided that the Alberta Company shall have notified the Northern Company in writing within five years from the date hereof of the desire of the Alberta Company to so use such Westerly Joint Section. In case any dispute shall arise between the parties hereto in reference to the terms and conditions upon which the Westerly Joint Section shall be used by the Alberta Company as in this clause provided, the same shall be determined by arbitration in accordance with the provisions of clause Twenty-six hereof.

In Witness Whereof the parties hereto have hereunto set their corporate seals and the hands of their proper officers.

Signed, sealed and executed
in the presence of

C. W. Brown,

As to Execution by The
Alberta Central Railway
Company.

THE ALBERTA CENTRAL
RAILWAY COMPANY.

(Seal)

George Bury,
President.

H. C. Oswald,
Secretary.

As to Execution by The
Canadian Northern West-
ern Railway Company.

Gerald Ruel.

THE CANADIAN NORTHERN
WESTERN RAILWAY COM-
PANY.

(Seal)

Wm. Mackenzie,
President.

R. P. Ormsby,
Secretary.

SCHEDULE "A".

ALL AND SINGULAR that certain parcel or tract of land Description of lands included in joint premises. lying and being in Township thirty-nine (39) in Range Seven (7) West of the Fifth Meridian in the Province of Alberta described as:—

Firstly. All that portion containing nine and two-tenths (9·2) acres more or less of the North half of Section Eighteen (18) in the said Township and Range which lies between two lines drawn across said half section parallel with and each said line being perpendicularly distant fifty (50) feet on opposite sides from a centre line of Railway described as follows:—

Commencing at a point in the Northerly limit of the said Section distant thirteen hundred and forty-seven and seven-tenths (1347·7) feet from the North East corner thereof:

Thence South Westerly on a course which makes an angle on its Northerly side of ten (10) degrees and forty-six (46) minutes with the Northerly limit of the said half section a distance of four thousand and eighteen (4018) feet more or less to the Westerly limit of the said half section.

Secondly. All that portion containing three and sixteen one-hundredths (3·16) acres more or less of the South East quarter of Section Nineteen (19) in said Township and Range which lies between two lines drawn across said quarter section parallel with and each said line being perpendicularly distant on opposite sides fifty (50) feet from a centre line of railway described as follows:—

Commencing at a point in the Southerly limit of the said quarter section distant thirteen hundred and forty-seven and seven-tenths (1347·7) feet from the South East corner thereof:

Thence North Easterly on a course which makes on its Southerly side an angle of ten (10) degrees and forty-six (46) minutes with the Southerly limit of the said section a distance of ten hundred and seventy-two and six-tenths (1072·6) feet:

Thence North Easterly on a curve to the left of thirty-eight hundred and nineteen and eighty-three one-hundredths (3819·83) feet radius to which the last described course is tangent a distance of three hundred and three and five-tenths (303·5) feet more or less to a point on the Easterly limit of the said quarter section distant two hundred and sixty-eight and eight-tenths (268·8) feet from the South East corner thereof:

Thirdly. All that portion containing sixty-three and nine-tenths (63·9) acres more or less of the North East quarter and of the South half of Section Twenty (20) in the said Township and Range which lies South of a line drawn

across said section parallel with and distant perpendicularly North Westerly two hundred (200) feet from a centre line of Railway described as,—

Commencing at a point in the Easterly limit of the North East quarter of said section distant four hundred and fifty-seven and seven-tenths (457·7) feet from the South East corner of said quarter section:

Thence South Westerly on a course which makes an angle on its Southerly side of sixty-one (61) degrees and twenty-five (25) minutes with the Easterly limit of the said quarter-section a distance of fifty one hundred and ninety-four and two-tenths (5194·2) feet:

Thence South-Westerly on a curve to the right of thirty-eight hundred and nineteen and eighty-three one-hundredths (3819·83) feet radius a distance of seven hundred and ninety-one and one-tenth (791·1) feet more or less to the Westerly limit of the said Section and North of a line drawn across said Section from a point in the Easterly limit of the North East quarter of said section distant eleven and six-tenths (11·6) feet from the South East corner of the said quarter section to a point in the Westerly limit of said Section distant thirty-eight and four-tenths (38·4) feet from the South West corner thereof:

Fourthly. All that portion of the North half of section Twenty-one (21) in the said Township and range which lies between two lines drawn across the North East quarter of said section parallel with and each said line being perpendicularly distant on opposite sides one hundred and fifty (150) feet from the centre line of Railway described below and between two lines drawn across the North West quarter of said Section parallel with and each said line being perpendicularly distant on opposite sides fifty (50) feet from a centre line of Railway described as follows:—

Commencing at a point in the Easterly limit of the North East quarter of said Section Twenty-one (21) distant thirteen hundred and eighty-five and three-tenths (1385·3) feet from the South East corner thereof:—

Thence North Westerly on a course which makes on its Northerly side an angle of Seventy-one (71) degrees and Twenty-one (21) minutes with the Easterly limit of the said quarter section a distance of eleven hundred and seventy-four and eight-tenths (1174·8) feet:

Thence Westerly on a curve to the left of Twenty-eight hundred and sixty-four and ninety-three one-hundredths (2864·93) feet radius to which the last described course is tangent a distance of twenty-three hundred and fifty-eight and three-tenths (2358·3) feet:

Thence South Westerly on a straight course tangential to last described curve a distance of twenty-one hundred

and sixty and six-tenths (2160·6) feet more or less to the Westerly limit of the said half section saving and excepting thereout and therefrom those portions of the North East quarter of said section covered by the waters of the North Saskatchewan River and required for the diversion of the Hudsons Bay Trail to Rocky Mountain House.

The portion of the North half of Section Twenty-one (21) above described containing an area of twenty-three and two-tenths (23·2) acres more or less:

Fifthly. All that portion containing thirteen and three-tenths (13·3) acres more or less of the North half and of South East quarter of Section Twenty-two (22) in the said Township and Range which lies between two lines and the productions thereof drawn parallel with and each said line being perpendicularly distant on opposite sides fifty (50) feet from a centre line of Railway described as follows:—

Commencing at a point in the Easterly limit of the North East quarter of Section Twenty-one (21) in the said Township and Range distant thirteen hundred and eighty-five and three-tenths (1385·3) feet from the south east corner of the said North East quarter of section twenty-one (21):

Thence South Easterly on a course which makes an angle on its Southerly side of Seventy-one (71) degrees and Twenty-one (21) minutes with the Easterly limit aforesaid of the North East quarter of Section Twenty-one (21) a distance of thirty-three hundred and sixty-one (3361) feet:

Thence South Easterly on a curve to the right of twenty-five hundred and forty-six and six tenths (2546·6) feet radius to which the last described course is tangent eighteen hundred and forty-seven and four tenths (1847·4) feet:

Thence Southerly on a curve to the right of four thousand and forty-four and five-tenths (4044·5) feet radius compounding with last described curve a distance of six hundred and fifty (650) feet to a point hereinafter referred to as the terminal point.

The Southerly limit of the portion of Section Twenty-two (22) herein described being a line drawn East and West through the terminal point above referred to.



4 - 5 GEORGE V.

CHAP. 72.

An Act respecting The Berlin, Waterloo, Wellesley and Lake Huron Railway Company, and to change its name to "The Grand River Railway Company."

[Assented to 27th May, 1914.]

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The name of The Berlin, Waterloo, Wellesley and Lake Huron Railway Company, hereinafter called "the Company," is hereby changed to "The Grand River Railway Company," but such change in name shall not in any way impair, alter, or affect the rights or liabilities of the Company, nor in any way affect any suit or proceeding now pending, or judgment existing, either by, or in favour of, or against the Company, which, notwithstanding such change in the name of the Company, may be prosecuted, continued, completed and enforced as if this Act had not been passed.

2. The Company shall not construct or operate its railway along any highway, street or other public place without first obtaining the consent expressed by by-law, of the municipality having jurisdiction over such highway, street or other public place and upon terms to be agreed on with such municipality.



4 - 5 GEORGE V.

CHAP. 73.

An Act respecting The Burrard Inlet Tunnel and Bridge Company.

[Assented to 3rd April, 1914.]

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The Burrard Inlet Tunnel and Bridge Company may commence the construction of its bridge, tunnel and lines of railway which it is authorized to construct, and expend fifteen per cent of the amount of its capital stock thereon, within two years after the passing of this Act, and may complete the said bridge, tunnel, and lines of railway and put them in operation, within five years after the passing of this Act; and if the said bridge, tunnel and lines of railway are not so commenced and such expenditure is not so made, or if the said bridge, tunnel or lines of railway are not completed and put in operation, within the said periods respectively, the powers of construction conferred upon the said Company by Parliament shall cease and be null and void as respects so much of the said bridge, tunnel, or lines of railway, as then remains uncompleted.

2. Section 1 of chapter 80 of the statutes of 1913 is repealed.

3. In so far as the Company has the right to acquire electric or other power or energy which may be transmitted and delivered to any place in the municipalities through which the railway or works have been constructed, and to receive, transform, transmit, distribute and supply such electric power or energy in any form and to dispose of the

1910, c. 74;
1913, c. 80.

Extension of time.

1913, c. 80,
amended.

Electric power.

Rates and charges.

surplus thereof and to collect rates and charges therefor, the Company may, subject to the provisions of section 247 of the *Railway Act*, continue to so acquire such electric power or energy, but not by expropriation; but no such rate or charge shall be demanded or taken for such electric power or energy until the same has been approved of by the Board of Railway Commissioners for Canada, which may also revise such rates and charges.

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to the King's most Excellent Majesty.



4-5 GEORGE V.

CHAP. 74.

An Act respecting The Calgary and Edmonton Railway Company.

[Assented to 27th May, 1914.]

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1890, cc. 5;
1891, c. 71;
1898, c. 57;
1903, c. 89;
1905, c. 66;
1906, c. 70;
1907, c. 69;
1910, c. 76.

1. The Calgary and Edmonton Railway Company, New lines authorized. hereinafter called “the Company,” may lay out, construct and operate the following lines of railway, namely:—

- (a) from a point on its Macleod Branch in township 19, 20, or 21, in a westerly direction to a point on the south branch of Sheep Creek in range 4, west of the 5th meridian, in the province of Alberta;
- (b) from a point on the line described in paragraph (a) of this section to a point on the north branch of Sheep Creek in range 2, 3 or 4, west of the 5th meridian, in the province of Alberta;
- (c) from a point on the line described in paragraph (a) of this section to a point on Trap Creek in range 6, west of the 5th meridian, in the province of Alberta.

2. The Company may within two years after the passing of this Act commence to construct any of the lines of railway authorized by section 1 of this Act, and may within five years after the passing of this Act, complete any of the said lines of railway, and if within the said periods respectively any such line is not so commenced or is not so completed and put in operation the powers of construction conferred upon the Company by Parliament shall cease and be null and void as respects so much of that line of railway as then remains uncompleted.

Extension
of time.

Securities.

3. The limit to the amount of the securities issued by the Company in respect of its railway shall not exceed thirty-five thousand dollars per mile of its railway, and such securities may only be issued in proportion to the length of railway constructed, or under contract to be constructed.

**Consent of
municipal-
ties.**

4. The Company shall not construct or operate its railway along any highway, street or other public place without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway, street or other public place and upon terms to be agreed on with such municipality.

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4-5 GEORGE V.

CHAP. 75.

An Act respecting The Calgary and Fernie Railway Company.

[Assented to 3rd April, 1914.]

WHEREAS The Calgary and Fernie Railway Company 1906, c. 71;
1908, c. 89;
1910, c. 77;
1912, c. 72. has by its petition prayed that it be enacted as hereinafter set forth and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The Calgary and Fernie Railway Company may commence the construction of its railway and expend, including expenditure heretofore made, fifteen per cent of the amount of its capital stock thereon within one year after the passing of this Act, and may complete the said railway and put it in operation within three years after the passing of this Act; and if within the said periods respectively the said railway is not so commenced and such expenditure is not so made or is not completed and put in operation the powers of construction conferred upon the said Company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted. Extension of time.

2. Section 4 of chapter 71 of the statutes of 1906 is 1906, c. 71
amended. repealed and the following substituted therefor:—

“**4.** The head office of the Company shall be in the city Head office. of Calgary in the province of Alberta.”

3. Section 8 of chapter 71 of the statutes of 1906 is 1906, c. 71,
s. 8 amended. hereby amended by striking out “twenty” in the second line thereof and by substituting therefor “fifty.”

4. Section 9 of said chapter 71 of the statutes of 1906 is 1906, c. 71,
s. 9 amended. amended by adding thereto the following:—

"The High River and Hudson's Bay Railway Company,
The High River, Saskatchewan and Hudson Bay
Railway Company, The Canadian Western Railway
Company, The Canadian Northern Railway Company,
The Grand Trunk Pacific Railway Company, and
The Canadian Northern Western Railway Company."

1912, c. 72
amended.

5. Section 1 of chapter 72 of the statutes of 1912 is repealed.

Consent of
municipali-
ties.

6. The Company shall not construct or operate its railway along any highway, street or other public place without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway, street or other public place, and upon terms to be agreed on with such municipality.

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4 - 5 GEORGE V.

CHAP. 76.

An Act respecting The Canadian Northern Railway Company.

[Assented to 12th June, 1914.]

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. This Act may be cited as *The Canadian Northern Railway Act, 1914.* Short title.

2. The Canadian Northern Railway Company, herein-Railway authorized. after called “the Company,” may commence and construct:

- (a) The lines of railway authorized by paragraphs (i), (iv) and (v) of section 3 of chapter 77 of the statutes of 1912, hereinafter called “the said Act,” namely :
 - (i) from Regina southwesterly to a point on the international boundary between ranges 1 and 4 west of the third meridian;
 - (iv) from a point on the Company’s authorized line at or near Battleford, thence in a generally westerly direction to a point on the head waters of the Brazeau river;
 - (v) from a point in or near Regina northerly to or near to Humboldt, thence northeasterly down or near the valley of the Carrot river to a point at or near the Pas Mission on the Saskatchewan river, and from a point on the Company’s line between Humboldt and the South Saskatchewan river northeasterly to a point at or near the crossing of the South Saskatchewan river by the Company’s Prince Albert branch.

- (b) Also the lines of railway authorized by paragraphs (g) and (h) of section 4 of the said Act, namely:—
 - (g) from Calgary westerly to Cochrane, Exshaw and Banff, and from a point in Cochrane northerly to intersect the Company's line near Pigeon lake;
 - (h) from Cochrane southerly to Nanton.

Extension
of time.

3. If the said lines shall not be commenced within one year and are not completed and put in operation within three years from the passing of this Act, the powers of construction conferred upon the said Company by Parliament shall cease and determine with respect to so much of the said lines as then remains uncompleted.

Application
of author-
ized powers.

4. The powers granted to the Canadian Northern Branch Lines Company (which Company has been amalgamated with the Canadian Northern Railway Company) by virtue of section 11 of chapter 56 of the statutes of 1911, respecting the construction, acquisition and navigation of steam and other vessels for the conveyance of passengers, goods and merchandise, and the construction, acquisition, leasing and disposition of wharfs, docks, elevators, warehouses, offices and other structures to be used to facilitate the carrying on of business in connection therewith, are hereby declared to apply and to have applied since the granting thereof to any and all ports or places whatsoever, whether at or between Canadian ports, or at or between Canadian and foreign ports, or at or between foreign ports; and the undertaking of the Company shall be deemed for all purposes to extend to the full exercise of the powers so granted and as herein defined.

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to the King's most Excellent Majesty.



4 - 5 GEORGE V.

CHAP. 77.

An Act respecting The Canadian Northern Railway Company.

[Assented to 3rd April, 1914.]

1899, c. 57;
1901, cc. 52,
53;
1902, c. 50;
1903, c. 97;
1904, c. 60;
1905, c. 72;
1907, c. 71;
1908, c. 92;
1910, c. 80;
1912, c. 77;
1913, c. 94.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. If the securities which the Canadian Northern Railway Company, hereinafter called "the Company," is entitled to issue by virtue of section 136 of the *Railway Act* are issued in the form of bonds or debentures, such bonds or debentures may be signed by the president or a vice-president or a director and countersigned by the secretary or assistant or local secretary or assistant local secretary of the Company, and any coupons attached to such bonds or debentures shall bear the signature of the secretary or treasurer of the Company: Provided that the signature of the president on the bonds or debentures, and the signature of the secretary or treasurer on the coupons may be an engraved, lithographed or otherwise mechanically reproduced facsimile of such signatures respectively; and such reproduced and all other signatures of the officers aforesaid shall for all purposes be valid and binding upon the Company, notwithstanding that at the date of the issue or certification of the bonds or debentures or the coupons the persons whose signatures so appear are not the president, vice-president, director, treasurer or secretary of the Company, as the case may be.

Signing of
securities.

Proviso.

2. If such securities are issued in the form of debenture stock, certificates for such stock may be executed in the same manner as herein provided for the signature of bonds or debentures,

Signing of
certificates.

debentures, or may be signed by the secretary or an assistant or local secretary or assistant local secretary of the Company, countersigned by the registrar or an assistant or local registrar of the stock for the time being, or such other officers as the directors may designate.

Currency.

3. Such securities may be issued in whole or in part in the denomination or multiples of dollars, pounds sterling or any other currency.

Commencement of Act.

2. This Act shall be deemed to have come in force on the fifteenth day of January, one thousand nine hundred and fourteen.

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to the King's most Excellent Majesty.



4-5 GEORGE V.

CHAP. 78.

An Act respecting The Canadian Northern Railway Company.

[Assented to 12th June, 1914.]

1899, c. 57;
1901, cc. 52,
53;
1902, c. 50;
1903, c. 97;
1904, c. 60;
1905, c. 72;
1907, c. 71;
1908, c. 92;
1910, c. 80;
1912, c. 77;
1913, c. 94.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The agreement or lease made between the Canadian Northern Montreal Tunnel and Terminal Company, Limited, under its changed name The Mount Royal Tunnel and Terminal Company, Limited, and the Canadian Northern Railway Company, the Canadian Northern Quebec Railway Company, and the Canadian Northern Ontario Railway Company, dated the fifteenth day of January, one thousand nine hundred and fourteen, a copy of which is set out in schedule "A" to this Act, is hereby ratified and confirmed, (including the change of name). Ratification of agreements.

2. The whole of the rents or sums reserved or made payable under the said agreement or lease shall for all purposes be deemed to be, and are hereby declared to form part of, the working expenditure, as defined and provided for in the *Railway Act*, of the Lessees parties to the said agreement or lease. Rentals form part of working expenditure.

3. The said agreement or lease, and every mortgage or deed of trust executed under the provisions thereof, and every other document in any way affecting the said agreement or lease, or affecting any such mortgage or deed of trust, shall be deposited in the office of the Secretary of State for Canada, and notice of such deposit shall forthwith thereafter be given in *The Canada Gazette*, and no further or other registration or deposit under the provisions of any law.

law respecting registration of instruments affecting movable or immovable properties shall be necessary.

Securities issued under Railway Act.

4. All securities of whatsoever description issued by the Lessor, party to the said agreement or lease, under or secured by any mortgage, deed of trust or other document, shall be taken to be and are hereby declared to be issued under the provisions of the *Railway Act*, and not under the provisions of the *Companies Act*, and such securities may be issued in the denominations and multiples of dollars or of pounds sterling, or of any other currency, and the signatures of the officers of the Lessor, thereon, may be engraved or otherwise mechanically reproduced in such manner, to such extent, and with such effect, as may be provided in respect thereof in the mortgage, deed of trust or other document securing such issues respectively.

Agreement of 30th April, 1912.

2. The agreement made between the Canadian Northern Railway Company and the Midland Railway Company of Manitoba, dated the thirtieth day of April, one thousand nine hundred and twelve, a copy of which forms schedule "B" to this Act, is hereby ratified and confirmed and declared to be valid and binding on the Canadian Northern Railway Company in all respects whatsoever as fully and completely as if the said agreement and each and every clause thereof were set out at length and enacted in this Act, and the Canadian Northern Railway Company is hereby authorized and empowered to do whatever may be necessary to give full effect to the provisions of the said agreement.

Powers of Railway Board.

3. Nothing in this Act contained shall be deemed in any way to impair or restrict the powers of the Board of Railway Commissioners for Canada, and all the provisions of the *Railway Act* now applying to the said companies and their respective railways and undertakings and not inconsistent with the provisions of this Act shall continue to apply to the same.

SCHEDULE "A."

This Indenture made this fifteenth day of January, one thousand nine hundred and fourteen, between Mount Royal Tunnel and Terminal Company, Limited, a company having its head office at the city of Toronto, in the province of Ontario (hereinafter called the Lessor) of the first part, and The Canadian Northern Railway Company, The Canadian Northern Ontario Railway Company, and The Canadian Northern Quebec Railway Company, all incorporated by Acts of the Parliament of Canada, having

their respective head offices at Toronto aforesaid (hereinafter called the Lessees) of the second part.

Whereas the Lessor was incorporated by letters patent under The Companies' Act of the Dominion of Canada, under the name of The Canadian Northern Montreal Tunnel and Terminal Company, Limited, its name being subsequently changed by supplementary letters patent;

And Whereas the Lessor by virtue of certain powers and authorities conferred by chapter 74 of the Statutes of Canada for the year one thousand nine hundred and twelve (which Act, including all amendments thereto hereafter made, is hereinafter called the Special Act) has in course of construction the undertakings and works therein authorized, including generally a railway tunnel with terminal stations, yards and other facilities, lines and tracks upon the Island of Montreal, and has acquired or is acquiring in connection therewith certain lands and interests in lands shown in red upon the plans (and specified in the book of reference thereon) attached hereto;

And Whereas the Lessor has created an issue of £1,000,000 short term bonds, and proposes to create an issue of five per cent stock and/or bonds, maturing fifty years or more from the date of issue, to be known as five per cent first mortgage (Canadian Northern) rent charge stock and/or bonds (hereinafter called terminal securities) for the purpose of repaying the short term bonds and of providing further moneys for the execution of its said undertaking and works; the amount of the terminal securities to be limited in the first instance to £2,400,000 with power reserved to the Lessor to issue additional terminal securities ranking *pari passu* with the said first issue, maturing on similar or later dates as may be specified in the deed of trust securing the same, to provide for extensions, enlargements or improvements of whatsoever nature, made upon or in connection with the said undertaking and works of the Lessor (within its powers or as now or hereafter authorized by Statute) which may from time to time be required by the Lessees.

And Whereas the Lessor has agreed to give and the Lessees to accept a lease of the undertaking and franchises of the Lessor upon the terms and conditions hereinafter specified;

Now therefore this indenture witnesseth: In consideration of the rents and other yearly sums hereinafter reserved and the covenants and agreements on the part of the Lessees hereinafter contained, the Lessor in pursuance of all powers it thereunto enabling doth hereby demise and lease unto the Lessees;

The whole of the undertaking, franchises and works of the Lessor as now or hereafter authorized by Statute and

Recitals:—
Incorporation.

Name
changed.

Special Act
authorizing
certain works.

Short Term
Bonds.

Terminal
Securities.

First Issue
£2,400,000.

Additional
Issues.

Agreement
for Lease.

Leasing
clause.

existing and being at present in part constructed and under construction, including (without restricting the generality of the foregoing expression) the tunnel and terminals of the Lessor on the Island of Montreal, and all stations, yards, tracks, sidings, buildings, rights of way, power houses, lines of railway, transmission lines, lines of telegraph or telephone, and all structures, improvements, fixtures, plant, equipment, rolling stock, machinery, tools, implements, fuel, supplies and materials of whatsoever nature, kind or description, and all lands, interests in lands, properties, easements, servitudes and premises shown in red upon the plans hereto attached, and all other properties, real and personal movable or immovable, from time to time acquired for the purposes of the said undertaking or works, or constructed or used in connection therewith, or in connection with the maintenance and operation thereof, and also all rents, revenues, tariffs, tolls or other income arising or to arise from the said undertaking and works hereby demised, or from any part thereof, and also all corporate and other franchises, rights, privileges, authorities, powers and immunities now owned, held or enjoyed by, or that may hereafter during the existence of these presents be acquired by or conferred upon the Lessor, and the full benefit of all contracts, agreements, by-laws, engagements or concessions, of whatsoever description, and whether relating to the construction, operation, maintenance or otherwise of the said undertaking and works or of any part thereof, now made, held, or enjoyed by, or which may during the existence of these presents be made or acquired by or conferred upon the Lessor, subject, however, to all obligations and liabilities of the Lessor under the Railway Act or the Special Act; the whole being hereinafter called or referred to as the demised premises;

Term 999
years from
April 1, 1915.

Rentals.

To have and to hold the demised premises unto the Lessees for the term of nine hundred and ninety-nine years from the fifteenth day of April, 1915, fully to be complete and ended; yielding and paying therefor unto the Lessor yearly during the said term the several rents or other sums following, namely:

(a) During the first and every subsequent year of the said term the sum of one hundred and twenty thousand pounds sterling, or such other greater or lesser sums as shall be sufficient (in accordance with the terms and provisions of the deeds of trust or mortgages securing such issues respectively) to pay the interest and sinking funds upon the terminal securities for the time being issued, and upon such further or other securities as may from time to time during the said term be created and issued by the Lessor with the approval of the

Lessees as mentioned or provided in clause 5 hereof. The whole of such sums shall be paid free of all taxes and deductions of whatsoever nature, and shall at the option of the Lessor be payable in London in Sterling or in Toronto in gold dollars at \$4.86 $\frac{2}{3}$ to the pound sterling, or partly in one mode and partly in the other, by equal half-yearly payments on the sixth of April and the sixth of October, the first payment calculated for the period from the sixth of April to the sixth of October, 1915, to be made on the sixth of October, 1915;

Place of payment.

Dates of semi-annual payments.

- (b) Such further annual sum or rent as shall be equal to the actual annual expenses for administering the affairs and maintaining the organization of the Lessor, inclusive of any remuneration for the time being payable by the Lessor to the Trustees of the terminal securities or of other securities for the time being issued by the Lessor, with the approval of the Lessees and outstanding inclusive also of Director's fees: the sums payable under this paragraph to be paid without deduction on the same dates and times, and with the same option in the Lessor as to the place and mode of payment as the rent reserved by sub-clause (a) next preceding.

Organization expenses.

Trustees costs and expenses.

The Lessor covenants with the Lessees,—

1. That it will use its best endeavours to complete the undertakings and works now in course of construction and deliver the same to the Lessees, ready for operation, not later than the 15th day of October, 1915, but the non-compliance by the Lessor with this obligation shall not in any way prejudice or affect this Lease or the obligations of the Lessees hereunder with respect to payment of the rents and other yearly sums herein reserved.

Completion of works.

2. That it will during the continuance of this Indenture keep up its corporate organization, and will from time to time at the expense of the Lessees perform all acts which the Lessor is or may be by law in that behalf required to perform, and will neither do nor suffer to be done any act by which its corporate existence, rights or franchises shall become subject to forfeiture or impairment, and will make all necessary applications required by the Lessees, but at their expense for extensions or enlargements of franchises and powers now existing as may be required by the Lessees from time to time: provided always that the amalgamation of the Lessor, with the approval of the Lessees, with any other Company with which it may at any time be authorized by law to amalgamate, and the proceedings relative to or consequent upon such amalgamation, shall not be treated as a breach of this covenant, nor in any way prejudice or affect this lease, nor the right, title and interest, nor the privileges and powers of the Lessees hereunder.

Preserve organization and franchises.

Amalgamation permitted.

Covenant
against
incumbran-
ces.

Not to impair
security of
terminal
securities.

Issue of
additional
and other
securities.

Exercise by
Lessees of
powers and
franchises.

3. That the demised premises and each and every part thereof are free and clear of all liens, hypothecs and encumbrances except the mortgage or charge securing the terminal securities of which an issue has been made or is about to be made, amounting in the first instance to £2,400,000.

4. That it will not under the power reserved as herein-before recited issue additional securities ranking prior to or *pari passu* with the terminal securities as from time to time issued and outstanding, except to provide for the said extensions, enlargements or improvements made upon or in connection with the said undertaking and works upon the request of the Lessees.

5. That it will from time to time as may be necessary cause to be created and issued:—

- (a) Further or additional terminal or other securities or second charge securities as may be requisite to comply with the provisions of clauses 21 and 22 hereof, and
- (b) Such further or other securities (hereinafter called substituted securities) as may be requisite upon the maturing of the terminal securities, or the maturing of second charge or other securities issued under the provisions of clauses 21 or 22 of this Lease, to provide for the retirement thereof, or to be issued in substitution therefor, or to provide for the retirement of and substitution for substituted securities as thereafter from time to time maturing during the term hereby created;

The times and manner of the issue of the substituted securities and the form and terms thereof, the rate of interest thereon, the amount of the sinking fund payments (if any), and the form and terms of the mortgages and deeds of trust securing such securities shall be as the Lessor and Lessees may (with the approval, where requisite, of the holders of securities to be retired thereby), from time to time deem advisable.

6. That during the term of this Lease the Lessees and each of them shall have the right to exercise and enjoy all the franchises and powers of the Lessor now or hereafter authorized by Statute in respect of the demised premises and the construction, operation and maintenance thereof, or for any purpose incidental to the undertaking and works of the Lessor, or the extension, enlargement or improvement thereof in any authorized manner; and the Lessees are hereby authorized by the Lessor to take all legal and other proceedings whatsoever that may be necessary or expedient in the exercise of the said franchises and powers, and for that purpose, at the Lessees' option, to use the Lessees' names, or the names of any of the Lessees, or the name of the Lessor, and the names of the officers of the Lessor, which officers are hereby authorized, upon the demand of the

Lessees, to append their signatures, and to affix the seal of the Lessor to any documents or instruments, plans, applications, or writings of any sort that may be necessary or useful, in, or in respect of, the full exercise, use and enjoyment of every such franchise and power.

7. That subject to the provisions of clauses 22 and 23 of this Lease the Lessees may make such extensions, enlargements and improvements upon, alterations and changes in, and additions to the demised premises as the Lessees may deem proper, within the limits of the corporate powers and authorities of the Lessor as from time to time existing; and may also make with any corporation or person the usual terminal traffic, operating, running and leasing agreements (subject to the provisions of the Railway Act and the Special Act), providing among other things for the interchange of cars and traffic and the running of engines and cars upon, in, over or through the demised premises or any part thereof or the exercise of privileges, or the furnishing of facilities or conveniences for the public, or in connection with the traffic handled thereon; the intention being that the Lessees shall, during the said term, with respect to the use to be made of the demised premises, have and may exercise all the powers, rights, privileges and franchises of the Lessor.

8. That the Lessor will to the extent of its corporate powers from time to time make all or any further assurances and contracts and will do and perform all such acts and things as may be required to protect the Lessees in the possession of the demised premises and for fully carrying into effect the objects and intentions of this Indenture; and that the Lessees may make, enact and enforce, either in the name of the Lessor or of any or all of the Lessees, all lawful rules, regulations and by-laws concerning the operation and maintenance of the demised premises and for the preservation of order therein and thereon from time to time necessary or required as fully and effectually as the Lessor may from time to time make, enact or enforce the same under the Special Act and all other Statutes and laws applicable to the Lessor or its undertaking and works; and the Lessees may, but at the Lessees' cost and expense, use the Lessor's name in any action, suit or other proceeding whatsoever in connection with the demised premises.

9. The Lessees may with the consent of the Lessor and of the Trustee or Trustees of the mortgage or deed of trust securing the terminal securities, or of any other mortgages or deeds of trust for the time being lawfully executed by the Lessor in respect of outstanding securities issued by the Lessor in accordance with the provisions hereof, convey by way of release or otherwise to parties designated by the Lessees any part of the demised premises which in the judgment

*Extensions,
etc., of
demised
premises.*

*Traffic
agreements.*

*Further
assurances.*

*Operation
regulations.*

*Release of
parts of
demised
premises.*

Substitution
of other
property.

Disposal of
worn out
plant, etc.

Quiet
enjoyment.

Covenant
for payment.

Of rents.

ment of the Lessees it has become inexpedient to hold or use for the purpose of the undertaking and works of the Lessor covered by or included in this Lease or intended so to be; provided, however, that in each case other property which may consist of lands, buildings, machinery, equipment or plant of a value equal in the opinion of such Trustees to the value of the property released shall be substituted for the released property and subjected to the terms of this lease, and that such release herefrom shall not in the opinion of such Trustees impair the security under the said mortgages or deeds of trust or any of them; and the Lessees may further without any consent by such Trustees and free from the liens of any such deed or deeds of trust, sell, exchange or otherwise dispose of any equipment, plant, machinery, materials or other movable property forming part of the demised premises which may have become worn out, disused or undesirable for use by the Lessees, provided, however, that they shall substitute therefor other property which is of equal or greater value, and that all renewals or substituted materials and property shall be covered by and subjected to the terms of this lease.

10. That the Lessees paying the respective rents or other yearly sums hereinbefore reserved or made payable, and performing and observing the several covenants, conditions and agreements herein contained and on the part of the Lessees to be performed and observed shall and may peacefully and quietly hold and enjoy (subject and according to the respective natures and tenures of the various portions thereof) the premises hereby demised during the term hereby granted without any interruption or disturbance by the Lessor or by any person deriving title to such demised premises through the Lessor.

The Lessees jointly and severally covenant with the Lessor

11. That they will during the continuance of this Indenture, or so long as the Lessees or any of them shall remain in possession or control of the demised premises under this Indenture, pay to the Lessor, or to whomsoever shall lawfully be entitled to receive the same:

(a) The yearly rents or sums hereinbefore reserved or made payable at the times and in the manner at and in which the same are respectively hereinbefore reserved and made payable, free of all taxes and without deductions of any description, and that the whole of such rents or sums so reserved or made payable shall for all purposes be deemed to be, and are hereby declared to form part of, the working expenditure of the Lessees as defined and provided for in the Railway Act.

(b) All taxes, assessments and outgoings whatsoever that may after the Lessees receive possession of the demised premises be payable in respect thereof or be levied or become chargeable thereon, or on any part thereof, or upon the Lessor in pursuance of any lawful authority, whether municipal, provincial, parliamentary or otherwise, and will assume and pay every payment which during the continuance of this Indenture may be required to be made by the Lessor and not herein otherwise specifically provided for, as if the Lessees were primarily liable for the same, but to the extent only that the Lessor is liable therefor.

12. That they will assume, perform and comply with the terms and provisions of all contracts, agreements, by-laws, engagements or concessions of whatsoever description made, held or enjoyed by the Lessor and existing at the time when the Lessees enter into possession under the terms hereof, and will indemnify and save harmless the Lessor against all actions, suits or other proceedings and against all damage and loss which may in any manner arise or be occasioned to the Lessor in respect thereof.

13. That they will cause to be operated and maintained the undertakings and works of the Lessor included in the demised premises in such manner as to comply in all respects with the provisions of the Special Act, and of the Railway Act, and of all other statutes and laws relating thereto, and so as to protect the rights of all parties to this Lease, and will do and perform or cause to be done or performed, at its own expense, all such lawful acts, duties, obligations, matters and things as may be necessary to preserve the corporate rights and franchises of the Lessor from impairment or forfeiture, whether the same are required to be done or performed by the Lessor, or with respect to the said undertaking and works or any part thereof by virtue of the laws of the Dominion of Canada, or of any province or municipality.

14. That if required they will join in any mortgage or deeds of trust, hypothecs, or other documents, which it may from time to time be necessary to execute, to provide for the issue or the payment or retirement of terminal or other securities, second charge securities or substituted securities as the case may be for the purpose, but for the purpose only, of providing that the payments to be made by the Lessees under this Indenture shall be payable or available in such manner as may be specified in such mortgages or deeds of trust or hypothecs, not inconsistent, however, with the provisions hereof. It is understood that the Lessees shall not in any event be called upon to pay any sum or sums on account of principal due or to become due

Join in mortgages.

Not liable for principal.

under any mortgages or deeds of trust, or hypothecs, executed by the Lessor to secure any of the securities aforementioned, except in so far as the rent payable under this lease may provide for such payment. This lease and every such mortgage or deed of trust or other document in any way affecting this lease or such mortgage or security shall be deposited in the office of the Secretary of State for Canada, and notice of such deposit shall forthwith thereafter be given in the *Canada Gazette*, and no further or other registration or deposit under the provisions of any law respecting registration of instruments affecting movable or immovable properties shall be necessary. All securities of whatsoever description issued by the Lessor under or secured by any such mortgage, deed of trust or other document, shall be taken to be and are hereby declared to be issued under the provisions of the Railway Act and not under the provisions of the Companies Act, and such securities may be issued in the denominations and multiples of dollars or of pounds sterling, or of any other currency, and the signatures of the officers of the Lessor, thereon, may be engraved or otherwise mechanically reproduced in such manner, to such extent, and with such effect as may be provided in respect thereof in the mortgage, deed of trust or other document securing such issues respectively.

To repair.

15. That they will at all times during the said term maintain all the demised premises in good and substantial repair and working condition and will, subject to the provisions of clause 9 hereof, renew and replace the same from time to time as the same or any part thereof respectively becomes out of repair, worn out, unusable, lost or destroyed, notwithstanding that this may involve substitution of new for old, and so that all such renewed and replaced premises shall be vested in the Lessor and made subject to the terms of this Lease.

Inspection
by Lessor.

16. That they will at all times during the said term afford the Lessor, its officers and agents, all such facilities as it or they shall reasonably require for ascertaining whether the covenants and provisions of this Lease have been or are being duly performed and observed, and will make good any breach or non-observance thereof on demand in writing specifying such breach or non-observance, and that in default of the Lessees so doing it shall be lawful for the Lessor, but without prejudice to the rights of re-entry under the provisions hereinafter contained, to make good any such breach or non-observance at the expense of the Lessees, and the amount of any expense so incurred by the Lessor, shall be repaid by the Lessees to the Lessor on demand, and shall from the date of payment by the Lessor

be treated as rental due by the Lessees under the provisions hereof.

17. That they will forthwith insure in the joint names of ^{To insure.} the Lessor and of the Lessees, and will at all times during the said term keep so insured against loss or damage by fire and other risks usually insured against in the case of similar properties, such of the demised premises for the time being as are of a reasonably insurable nature, to such an amount as is usual in similar properties, in some responsible office or offices to be approved by the Lessor, or in some manner satisfactory to the Lessor, and whenever required will produce to the Lessor, its officers or agents, all policies or other necessary evidence of such insurance and the receipts for all premiums or other sums payable in respect thereof, and that in case of damage to or destruction of the said premises or any part thereof by fire or other risk insured against the moneys received in respect of such insurance shall be laid out in restoring, reinstating or replacing the same and in case such moneys shall be insufficient for the purpose the deficiency shall be made good by the Lessees. And further that in default of the Lessees insuring and keeping insured as aforesaid the said premises or any part thereof, or of their producing when required any such policy or policies or receipt or receipts as aforesaid it shall be lawful for the Lessor (but without prejudice to the right of re-entry under the provisions hereinafter contained) itself to insure and keep insured the said premises or any part thereof at the expense of the Lessees, and the amount of any expense so incurred shall be repaid by the Lessees to the Lessor on demand: provided, however, that insurance affected under the terms of any mortgages or deeds of trust or hypotheces securing any securities issued by the Lessor, and outstanding, shall be deemed *pro tanto* compliance with this clause.

On default
Lessor may
insure.

18. That except as provided for in clause 9 hereof they ^{Not to assign, etc.} will not assign, transfer, or part with the possession or beneficial ownership of, or permit to be taken in execution, the premises for the time being comprised in the demise hereby made, or any part thereof, but so that this present covenant and provision shall not prevent the Lessees or ^{Amalgamation permitted.} any of them from amalgamating with any other Company authorized by law and approved by the Lessor, nor from making the various agreements provided for in clause 7 of this Indenture.

19. That they will at all times during the said term assume and pay, discharge and perform, all debts, obligations, and liabilities whatsoever, wheresoever and howsoever arising, of the Lessor (other than and except the ^{Assume all debts.} current

current expenses incurred for administering the affairs and maintaining the organization of the Lessor for meeting which certain rentals are hereinbefore reserved, and except also the liabilities of the Lessor in respect of the terminal or other securities issued or to be issued by it, or other borrowed moneys) to the intent that the rent mentioned in paragraph (a) of the clause next preceding clause 1 hereof may at all times during the said term be available free from all deductions and claims whatsoever, for meeting the annual charge for interest and sinking funds in respect of the terminal securities and other securities issued by the Lessor pursuant to the provisions of this Lease, and, subject thereto, for payment of dividends upon the Lessor's share capital.

Surrender
upon termina-
tion of term.

20. That they will at the expiration or sooner determination of the said term surrender and deliver up to the Lessor the demised premises, and all property, rights and assets of every kind and description comprised or which ought to be comprised in the demise hereby made, and all additions and improvements made thereto, so repaired, maintained and renewed as aforesaid, and in good working order and condition; and also will at such expiration or sooner determination of the said term assign to the Lessor, if so required by it, all or any of the contracts, agreements, engagements, or undertakings then existing which may have been entered into by the Lessees in connection with the maintenance, use, operation, renewal or repair of the demised premises or any part thereof.

And mutually agreed:—

Completion
of works.

21. That should the proceeds of the first issue of terminal securities to the amount of £2,400,000 as hereinbefore mentioned prove insufficient to enable the Lessor to complete that part of the undertaking and works now under construction so as to be ready for operation by the Lessees upon the entry of the Lessees into possession thereof on the date specified in clause 1 of this Lease, the Lessees and each of them shall themselves complete the said undertaking and works ready for operation not later than the 15th day of April, 1916. The cost of completing such undertaking and works ready for efficient operation shall be paid by the Lessees, but the property and works provided for or executed in connection with such completion shall be vested in and become the property of the Lessor, subject to this Lease. The Lessor shall, if required by the Lessees, issue to them securities of the Lessor ranking after the terminal securities (herein called second charge securities) and carrying interest at such rate and to be issued on such terms and at such prices as may be mutually agreed upon,

Second
charge
securities.

or failing agreement to be settled by arbitration, to an amount sufficient to cover the cost of such completion, including all engineers' fees and other costs, charges and expenses.

22. That in the event of any extensions, enlargements or improvements of whatsoever nature of, upon or in connection with the demised premises or any part thereof, or in connection with the undertakings and works of the Lessor, within the powers as now or hereafter authorized by statute, being at any time required by the Lessees after the Lessees shall have entered into possession of the demised premises and shall have completed the same as hereinbefore provided, the same shall be made, provided, constructed, erected or furnished by the Lessees in such manner and in accordance with such plans and specifications as may be mutually agreed upon between the Lessor and Lessees, or failing agreement as may be settled by arbitration under the provisions of this Lease. The cost of providing, constructing or erecting any such extensions, enlargements or improvements shall in the first place be paid by the Lessees, but the same shall be vested in and become the property of the Lessor, subject to the provisions of this Lease, upon the issue to the Lessees of terminal securities or other securities of the Lessor, at the option of the Lessor, carrying interest at such rate, and to be issued on such terms and at such prices as may be mutually agreed upon, or failing agreement to be settled by arbitration as aforesaid, to an amount sufficient at the price aforesaid to meet the cost of any such extensions, enlargements or improvements, including in such cost interest during construction and all engineers' fees and other costs, charges and expenses.

23. Before the Lessees shall be entitled to require the Lessor to issue to them any such terminal or other securities or second charge securities as provided in the two next preceding clauses hereof, the Lessees shall if required by the Lessor execute all such assurances, leases, covenants and documents as may be necessary to vest in the Lessor, subject to the terms of this Lease, the property and works provided for or executed in connection with the said completion, or the said extensions, enlargements and improvements (as the case may be), and to increase the rent payable by the Lessees hereunder by an amount sufficient to cover the interest on the terminal or other or second charge securities to be issued as aforesaid, and to cover sinking fund payments in such amounts as shall be sufficient to redeem such securities in accordance with the terms and provisions of the mortgages or deeds of trust securing such securities respectively.

Default
clause.

24. Provided always and these presents are upon the express condition following, namely:—

- (a) If any instalment of any rent or other yearly sum hereinbefore reserved or made payable, or any part thereof, shall at any time be in arrear and unpaid for thirty days after the due date for payment thereof, or
- (b) If the Lessees or any of them shall at any time fail to perform or observe any covenant, provision, condition or agreement herein contained and on their part or on the part of any of them to be performed or observed,

then, and in any such case, the Lessor may give six months' notice of default in writing to the Lessees or any of them, specifying (in the event of default being claimed in respect of the provisions of sub-clause (b) of this clause) the nature of such default and the covenant, provision, condition or agreement so broken; and unless (in the event of default being claimed in respect of the provisions of sub-clause (a) of this clause) the Lessees shall within such notice period pay the rentals or other sums so in arrear, and all costs, charges and expenses which the Lessor may have been put to by reason of such default, or unless (in the event of default being claimed in respect of the provisions of sub-clause (b) of this clause) the Lessees shall within such notice period fully and effectually remedy and make good such default

Re-entry.

to the satisfaction of the Lessor, the Lessor may without further notice, treat this Lease as void and may forthwith re-enter upon and take possession of the demised premises or any part thereof in the name of the whole and the said premises peacefully hold and enjoy thenceforth as if these presents had not been executed, without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach by the Lessees, or any of them, of any covenant, condition or provision herein contained; and no acceptance of rent subsequent to any breach or default other than non-payment of rent, nor any condoning, excusing, or overlooking by the Lessor on previous occasions of breaches or defaults similar to that for which re-entry is made shall be taken to operate as a waiver of this condition, nor in any way to defeat or affect the rights of the Lessor hereunder. And that upon the said Lease being so treated as void and re-entry made the Lessees shall forthwith comply with the provisions of clause 20 hereof, and that all and whatsoever is or ought to be surrendered, delivered and assigned to the Lessor, shall be surrendered, delivered and assigned free of all claims by the Lessees, or any of them, and without prejudice to any such right of action or remedy of the Lessor as aforesaid.

Waiver
negatived.

25. Every disagreement which may arise between the Lessor and the Lessees, or any of the Lessees, as to the construction of this Lease or any part thereof, or as to the rights or liabilities of the parties or any of them under this Lease, shall be decided by arbitration, the Lessor to appoint one arbitrator and the Lessees collectively to appoint another, and the two so appointed to appoint a third, but if the Lessor or the Lessees fail for two weeks after appointment and notice thereof by the other party to appoint its or their arbitrator, or if the two when appointed fail for two weeks to appoint a third, then any Judge of the Supreme Court of Canada may appoint an arbitrator instead of appointment thereof by the Lessor or the Lessees collectively, or by the two arbitrators as the case may be, and the award in writing of the majority of the three arbitrators shall be conclusive and binding upon the parties hereto. Provided that no individual Lessee hereunder shall be entitled to institute arbitration proceedings against the Lessor on any matter in dispute except with the concurrence and consent of all the Lessees hereto. Each of the Lessees shall be entitled to appear by counsel and be heard upon any such arbitration, the whole cost of the arbitration in any event to be borne by the Lessees.

26. Any notice to be given to the Lessees may be left at the principal office for the time being known to the Lessor of any of the Lessees, and any notice to be given to the Lessor by the Lessees may in like manner be left at the office for the time being known to the Lessees of the Lessor. Should the Lessees be unaware of the location of any such office they may leave any such notice addressed to the Lessor at the place where the then last preceding payment of rental hereunder was made.

27. This Lease is conditional upon its being sanctioned and confirmed at the present session of Parliament or at the next session after the date hereof by an Act of the Parliament of Canada, and upon being so sanctioned and confirmed shall take effect as and from the date hereof.

28. This Lease shall enure to the benefit of and be binding upon the respective successors and assigns of the parties thereto.

In witness whereof the parties hereto have executed this Lease.

Signed, Sealed and
Delivered.

In the presence of
Gerard Ruel.

MOUNT ROYAL TUNNEL AND TER-
MINAL COMPANY, LIMITED

Donald Mann, Vice-President.
(SEAL.)
T. Darlington, Assistant Secretary.

THE CANADIAN NORTHERN RAILWAY
COMPANY.

Wm. Mackenzie, President.
(SEAL.)
W. H. Moore, Secretary.

THE CANADIAN NORTHERN ONTARIO
RAILWAY COMPANY.

Wm. Mackenzie, President.
(SEAL.)
W. H. Moore, Secretary.

THE CANADIAN NORTHERN QUEBEC
RAILWAY COMPANY.

D. B. Hanna, President.
(SEAL.)
W. H. Moore, Secretary.

SCHEDULE "B."

Agreement, made this 30th day of April, A.D. 1912, between the Canadian Northern Railway Company, herein-after called "The Canadian Northern," of the First Part, and The Midland Railway Company of Manitoba, herein-after called "The Midland," of the second part.

Witnesseth:

The Canadian Northern is the lessee of a line of railway extending from a point on the International boundary between the United States of America and Canada, near the town of West Lynn, to Portage Junction, near the City of Winnipeg, in the Province of Manitoba; and is the owner of a connecting line extending from a point on the above described railway to the International boundary aforesaid at or near the townsite of Emerson, in Manitoba, and is lessee of a line extending from Portage Junction aforesaid, westerly, and The Midland desires to obtain running rights over portions of the lines aforesaid.

Therefore, the parties hereto agree:

ARTICLE I.

Section 1. The expression "Joint Section" in this agreement means that portion of the railways, including leased lines, of the Canadian Northern, with the appurtenances thereof, extending from the points of connection thereof with the railways of the Great Northern Railway Company and of the Northern Pacific Company at or near the International boundary line between the United States and Canada near Emerson aforesaid, and near the townsite of West Lynn aforesaid, to Portage Junction; also that portion of the said railway of the Canadian Northern with the appurtenances thereof, extending westerly from said Portage Junction to such point of connection as the Midland may establish between said railway and any road the Midland may construct or acquire the right to use, which connection, however, shall not be westerly of the crossing of said railway of the Canadian Northern with the Canadian Pacific Railway near Wilkes Avenue, in the City of Winnipeg; also any additions, betterments or improvements to the Joint Section of which the Midland shall make use. The firstly above described portion of the said railway lying southerly of Portage Junction is hereinafter referred to as Section "A" and the secondly above described portion from Portage Junction to the point at or near Wilkes Avenue as Section "B."

ARTICLE II.

Section 1. The Canadian Northern grants to the Midland upon the terms and conditions hereinafter stated, for and during the term hereinafter stated, the full joint and equal possession and use, in common with the Canadian Northern and such other companies as it may admit, of all the joint section of railway above described, including for the purposes of operating trains thereover, the use of the telegraph and telephone lines; and also the right to make and during said term maintain connections between the tracks of said Joint Section and the tracks of the Great Northern Railway Company and of the Northern Pacific Railway Company near Emerson aforesaid, and near the townsite of West Lynn aforesaid, and at a point on the line running west from Portage Junction between said Junction and the crossing of said line over the Canadian Pacific Railway near Wilkes Avenue in the City of Winnipeg. The Midland may by its own employees and equipment, do and transact over, upon and by means of said Joint

Section, all such business as is or hereafter may be carried on by a railway company and a common carrier, including mail and express, subject only to the terms and conditions hereinafter stated, except that the Midland shall not do or transact any local business between points on said Joint Section or between points on said Joint Section and Winnipeg in either direction, and shall have no right to use any industrial spurs now or hereafter existing on Section "B." If, under Order of the Board of Railway Commissioners for Canada or with the consent of the Canadian Northern, or otherwise, the Midland shall transact any such local business it shall account for and pay to the Canadian Northern eighty (80) per cent of all gross receipts therefrom, but the Canadian Northern shall at all times maintain such train service on the Joint Section as will adequately provide reasonable service, both freight and passenger, for the local business originating thereon.

Section 2. The parties hereto shall have and enjoy in all respects equal rights to the use of said Joint Section, and the trains of the Midland shall be in every respect treated by the officers, agents and employees in charge or control of or engaged upon the Joint Section as trains of a similar class of the Canadian Northern thereon, and shall equally have preference over trains of an inferior class belonging to either of the parties. The main tracks of the Joint Section shall, so far as practicable, be kept unobstructed for the use of such parties as may be entitled to use the same.

Section 3. Joint schedules for the movement of engines and trains over and upon the Joint Section shall be made from time to time by the joint action of the proper officers of both parties hereto. In case any dispute shall arise as to the said schedule or as to the speed of any trains, it shall, in case the parties fail to agree, be referred to and settled by arbitration in the manner hereinafter provided.

Section 4. The Canadian Northern shall have the general control, management and administration of the said Joint Section, and shall maintain and at all times keep the same in good condition and repair, suitable for the business to be transacted thereover. It will in the first instance pay the taxes thereon (other than taxes on earnings) and will comply with the regulations prescribed by law with respect thereto, and will furnish water and other supplies incident to maintenance and operation of the Joint Section. It shall not, except as herein otherwise provided, be required to furnish any fuel or other supplies, except water, for the trains or equipment of the Midland, nor for the special or exclusive use in any other manner of the Midland, or the officers or employees thereof.

Section 5. The Canadian Northern shall have unrestricted power to change, add to, better and repair the Joint Section as it may deem advisable, including the right to provide such additional main and other tracks as it shall deem necessary, not, however, so as to by such changes, additions, betterments or repairs permanently impair its usefulness to the Midland. If the Midland shall at any time deem the construction of an additional main or other tracks, or other facilities necessary to the proper conduct of its business and the business of the other users of the property, and the Canadian Northern shall be unwilling to construct the same, then the Midland shall have the right to submit the question of the reasonable necessity of such track or facilities to arbitration, as hereinafter provided. If the Canadian Northern shall change the character of its motive power and use some form of power other than steam, and for the purpose of such change add to the Joint Section facilities therefor, or if the Canadian Northern shall make any other additions or improvements to said Joint Section of which the Midland primarily makes no use and obtains no benefit, then the Midland will not be required to pay any sum on account of such added facilities or any part of the expense of maintenance and operation of the added facilities until it shall elect to use the same, the right to such use being hereby granted.

Section 5a. The Midland intends to operate over said Joint Section freight engines having a total weight of engine and tender of 362,000 pounds, of which 180,000 pounds are on four (4) pairs of drivers, with a wheel base of sixteen (16) feet, and passenger locomotives having a total weight of engine and tender of 384,000 pounds, of which 152,000 pounds are on three (3) pairs of drivers, with a wheel base of thirteen (13) feet. The Canadian Northern shall, as one of the improvements to be made under Section 4 of Article III hereof, within nine months from the date of this agreement, make such changes in the bridges on the Joint Section as, in the judgment of the Chief Engineer of the Midland, may be necessary to render same sufficiently strong and safe to accommodate the aforesaid motive power of the Midland, the cost of making such changes shall be deemed an improvement, addition and betterment chargeable to capital account.

Section 6. The agents and employees engaged upon the Joint Section by the Canadian Northern shall transact the business of the Midland and of all other users of the property without discrimination. All agents collecting or receiving money shall be, in so far as concerns the business and revenue of the Midland, the agents and employees of that company, and shall report and remit to it direct. The Midland may

bond them, or require them to furnish bonds, and the Canadian Northern shall not be liable to the Midland for their acts, negligence or default. Any joint employee shall be removed from service on the Joint Section on reasonable request in writing of the Midland, and any employee engaged in train service of either party shall be removed from service on the Joint Section upon request in writing of the other party, giving reasonable grounds for such removal.

Section 7. The trains, engines and cars and the conductors, enginemen and trainmen, and other employees of the Midland connected with its trains, engines and cars shall, while upon the Joint Section, be subject to the rules and regulations of the Canadian Northern, and to the orders of the managers, superintendents, despatchers and other officers of the Canadian Northern having authority in that behalf in matters relating to the movement of trains or in any way affecting the safe and proper working of the Joint Section.

Section 8. The Midland may string telegraph or telephone wires upon the poles upon the right of way along the Joint Section; provided, however, that such telegraph or telephone lines be used only in connection with the transaction of its railroad business, and shall not exceed the number required for such business.

ARTICLE III.

Section 1. If the Midland shall notify the Canadian Northern in writing, or if the Canadian Northern shall itself desire to proceed with the work, said Canadian Northern will, upon receipt of such notice or upon its determining itself so to do, forthwith proceed at its sole expense to relay the track of Section "A" aforesaid with eighty (80) pound rails, furnish all labour, rails, ties, fastenings and other material therefor, and complete same with reasonable diligence. The term "sole expense" in this section shall include all expenditures on account of injuries to or death of employees suffered while engaged in said work and all sums paid out on account of negligent acts of said employees.

Section 2. The Midland shall pay to the Canadian Northern upon the completion of the relaying of the tracks of Section "A" of said Joint Section with eighty (80) pound rails, the sum of Thirty Thousand Dollars (\$30,000.00), the same to be paid in semi-annual instalments of Five Thousand Dollars (\$5,000.00) each, the first of such payments to be made immediately upon the completion of such relaying, the remaining five payments to be made at succeeding intervals of six months thereafter. Ballasting and all other work in connection with the relaying of the track

(excepting the expense of relaying) shall be considered as maintenance, the cost of which is to be borne and paid by the respective parties upon the basis herein fixed with respect to maintenance. The rails and fastenings now in use on Section "A" of such Joint Section shall, on removal for the purpose of relaying same or any portion thereof with heavier rails, be and remain the property of the Canadian Northern for its own exclusive use and benefit.

Section 3. The Midland shall pay for the rights and privileges herein granted as follows:—For the use of Section "A" of said Joint Section, the sum of Thirty-five thousand dollars (\$35,000.00) per annum, commencing on the First day of May, 1912, and for the use of Section "B" of the said Joint Section, the sum of Twelve hundred and twenty-five dollars (\$1,225.00) per annum, from the time the Midland commences to use the same, all payable in equal instalments on the twentieth day of each month, for the preceding month at the office of the Canadian Northern in Toronto.

Section 4. In addition to the rentals payable hereunder the Midland shall, during the term of this agreement, pay to the Canadian Northern such proportion of five per cent (5%) per annum on all expenditure from the date of the making of the same on account of all improvements, additions and betterments (other than the first relaying of Section "A" aforesaid with heavier rails, which is herein specifically provided for, and subject to the exception set forth in Section 5, Article II hereof) properly chargeable to capital account, as the car miles of the Midland bear to the total car miles of all companies from time to time using the said Joint Section. For the purpose of ascertaining the amount payable hereunder, the car miles shall be computed during each three (3) months period of user, and the amount payable by the Midland shall be payable to the Canadian Northern at its office in Toronto within twenty (20) days after the expiration of such period. In determining whether a particular capital expenditure is or is not justified within this contract, the total or contemplated user of the Joint Section, or any part thereof, by all lines then using or about to use the same, shall be taken into consideration, but the Midland shall not be required to pay upon any capital expenditure which would not have been necessary, excepting for the admission of other users to the property, unless it shall elect to make use of the addition, betterment, or improvement for which such capital expenditure is made. In the event of any other company or companies hereafter using a portion only of the Joint Section, the Joint Section shall during such user, for the purpose of accounting, be divided into subsections

substantially conforming to the use which may be made thereof. The Canadian Northern shall from time to time render necessary car mileage statements to enable the amount payable as aforesaid to be determined by the several companies using the Joint Section or any portion thereof, said statements to be subject to verifications and correction by the various companies interested therein. The car miles aforesaid shall be calculated upon the principles set out in the following paragraph.

Section 5. The Midland will in addition pay to the Canadian Northern each month, such *pro rata* proportion of the expense chargeable to maintenance and operation of the Joint Section as herein defined paid by the Canadian Northern during the last preceding calendar month as the number of miles on the Joint Section or any part thereof run during such preceding month by engines and cars in its trains bears to the whole number of miles run during the same month by engines and cars in trains of all the parties using said Joint Section or any part thereof, each engine and tender to be counted as one car. All movements of engines and cars shall be considered as trains within the meaning of this section. In the event of any other company being allowed the user of any portion of the Joint Section, maintenance, operation and capital accounts shall be kept in respect of the various portions of the Joint Section used by some companies and not by others, and the car mileage proportion of maintenance, operation and capital shall be based on the several sections so used by said several companies, the intention being that a company hereafter admitted, using a portion of the Joint Section only, shall not be called upon to contribute to the maintenance, operation or capital on portions thereof not used by such company. Nothing herein contained shall lessen or alter the liability of the Midland to pay, during the continuance of this contract, in respect of any portion of the Joint Section where such portion is not used by any company hereafter admitted.

Section 6. The expenses chargeable to maintenance and operation of the Joint Section shall be paid by the Canadian Northern in the first instance and shall include:

- (a) The cost of maintaining, renewing and replacing of tracks (other than as herein provided for in connection with first relaying of Section "A" of the Joint Section with heavier rails) and of all structures and appurtenances used by the Midland comprised within and forming a part of the Joint Section, including freight on material, at rates charged by the Canadian Northern in respect of similar material for its railway not a part of the Joint Section, but which rates shall not exceed

tariff rates, provided that the value of rails and other materials renewed or replaced (other than in the case of the first relaying of heavier rails on Section "A" specifically provided for) shall be credited to the maintenance account.

- (b) All rates, taxes and assessments by the Government, municipal or otherwise (other than taxes upon earnings), charged against and payable upon or in respect of the Joint Section or any portion thereof, and which shall have accrued during the term of user hereunder by the Midland.
- (c) Insurance premiums payable in respect of structures on the Joint Section used by the Midland.
- (d) The entire salaries, wages and expense accounts of all employees engaged exclusively in maintenance and operation of the Joint Section; a fair proportion of the salaries, wages and expense accounts of all such employees as may be partially or occasionally engaged in maintenance and operation of the Joint Section, such proportion to be adjusted between the parties and varied from time to time as conditions may warrant, provided, that the cost of maintenance and operation of stations on the Joint Section will be divided into traffic service and operating service in the proportion that such service shall be performed at each station, such proportions to be from time to time mutually agreed upon for each station. The Midland will pay its car mileage proportion of the cost of said operating service and shall pay only such proportion of the cost of said traffic service as the business done for it at each station bears to the total business done, the amount of said business to be determined upon a basis to be mutually agreed upon. In the event the parties hereto cannot agree with respect to the divisions in this section provided for, the same may be referred to arbitration as hereinafter provided.
- (e) Such other cost incurred in the maintenance and operation of the Joint Section, not included in the foregoing as in accordance with the usual practice of railway companies, is properly chargeable to maintenance.
- (f) The Midland shall not be charged on account of the maintenance and operation of any telegraph or telephone lines not used in its business or in the operation of the Joint Section. The joint operating expenses shall be charged with a proportion of the expense of maintaining and operating any telegraph or telephone line used in the operation of the Joint Section equal to the proportion of wires so used to all

the wires on the line. The Midland shall, however, be charged with the entire expense of maintaining and renewing any telegraph or telephone wires it may string for its own use under the provisions hereof, and a proportionate amount of the cost of any renewals or replacements of the poles and fixtures upon which said wires may be strung.

Section 7. The Midland shall make all payments to the Canadian Northern at its office in Toronto. Payment of bills shall not be delayed for errors which are not serious and important, but bills shall be paid as rendered, notwithstanding any error of ordinary character likely to occur in railroad accounts, the necessary corrections to be made in subsequent bills.

Section 8. The books, records, vouchers and papers of the Canadian Northern touching, or material to, the cost of improvements, betterments or additions to the property, or touching, or material to, the cost of maintenance or operation, shall at all reasonable times be free and open to the examination of the Midland.

Section 9. Should the Midland fail to make any payment when due which it is obliged to make by this contract, or fail in any other respect to perform the agreement and such default continues for six months after notice in writing of an intention to terminate the contract given by the Canadian Northern to the Midland, the Canadian Northern may, at its election, declare this agreement terminated and may exclude the Midland from all use of the property described herein; provided that failure to make any payment which is the subject of arbitration or litigation between the parties shall not, pending such arbitration or litigation, be deemed cause of forfeiture hereunder.

ARTICLE IV.

Section 1. The Midland shall have the right, subject to the provisions of the Railway Act, at any time during the continuance of this agreement, at its own expense, to connect any lines of railway which it may now or hereafter construct, or hereafter acquire or operate, with the Joint Section at points where the Canadian Northern then has an established station or siding; such points of connection may be changed from time to time under like conditions, provided, however, that the said Midland shall have the right to make a connection with said Section "A" at any point not to exceed five miles south of Portage Junction, for any line it may hereafter build from said Section "A" to its terminal property in the City of Winnipeg. The Midland shall have the right to use under this contract any connection now existing,

or hereafter constructed by the Canadian Northern between the Joint Section and the Canadian Pacific Railway at Morris, and shall have also the right at its option to build its own connection at Morris between the Joint Section and the Canadian Pacific Railway.

Section 2. The Canadian Northern shall provide and construct the necessary interlocking and other protective appliances that may be required by the Board of Railway Commissioners for Canada, or other body having jurisdiction thereover, at points of junction between the Joint Section and the tracks of the Midland; also at Portage Junction when such becomes necessary. The cost of providing and constructing as well as operating and maintaining such interlocking and other protective appliances shall be borne by the Midland; provided, that the Midland shall be under no obligations to install or maintain any protective appliances at Portage Junction after it has discontinued the use of Section "B" as herein provided.

ARTICLE V.

Section 1. The Canadian Northern shall be bound to use only reasonable and customary skill, care and diligence in maintaining and repairing the roadway, tracks, structures and appliances of, and pertaining to, the Joint Section, and in managing and operating the same, and all employees of the Canadian Northern (except trainmen and enginemen) employed in maintaining and repairing or operating the Joint Section or in despatching, giving orders for or directing the movements of trains or in the performance of any other service for the common benefit of railway companies using the Joint Section, shall, for the purposes of this agreement, be regarded, while engaged in such work, as joint employees of all the railway companies using the Joint Section. Enginemen and trainmen of any work train engaged in maintaining, repairing or adding to the property shall likewise be deemed joint employees.

Section 2. The Midland shall not, by reason of any defect in the property, or by reason of any failure or neglect of the Canadian Northern to repair such defect, or by reason of the failure or neglect of any joint employee as herein defined, make against the Canadian Northern any claim or demand for loss, damage or injury arising from such defect, neglect or failure; but should the Canadian Northern fail to repair any defect within a reasonable time after being notified so to do by the Midland, then the Midland may make the necessary repairs at once, which will be paid by the Canadian Northern and taken over in its bills for maintenance and operation.

Section 3. The Midland shall at all times require its officers and employees to give prompt notice to the Canadian Northern of any defect in the tracks, structures or appliances of such Joint Section which may come to the notice of such officers and employees but in no case shall the Midland be liable in damages to the Canadian Northern, or to any person using the Joint Section for the failure of such officers or employees to give such notice.

Section 4. Each party hereto assumes all risk of loss, damage or injury which shall in any manner occur on the Joint Section, or any part thereof, either to the property of such party, or to property in its custody, or passengers, or to its employees, or to third persons, or which the property of third persons, or which the property covered by this agreement shall there suffer by reason of the movement of any engine, car or train of such party in all respects as if the said party had been in the exclusive use and control of such Joint Section or part thereof, but in case of collision between the engines, cars or trains of any of the companies from time to time using the Joint Section, or any part thereof, or in case of other accidents, caused by the negligence of enginemen and trainmen or other sole employees of either company, the company whose sole employee or employees are at fault shall be responsible for and pay the entire loss caused thereby. If such collision or other accident shall be caused by fault of the train employees of two or more companies using the property, or by the fault of a joint employee, each party involved shall bear an equal share of all damage to the property jointly used and all the damage to its own property or property in its custody or which its employees or passengers on its trains may suffer in consequence thereof.

Loss and damage caused by the negligence of joint employees not covered by some other provision of this agreement shall be charged to operating expenses and divided as herein elsewhere provided.

Except as hereinabove provided, each railway company from time to time using the property will assume and pay all loss or damage which its engines, cars or trains may do to third persons or to property of third persons; and each indemnifies the other against all claims and demands for any loss or damage which it herein agrees itself to bear.

If any injury shall occur to persons or property by the operation of trains in such a way that it cannot be determined which company's trains caused the injury, the compensation if any is made to the injured party, or for such property, shall be apportioned as other operating expenses as between the interested companies under this contract.

Section 5. Neither party shall under any circumstances have any cause of action against the others for loss or damage of any kind caused by, or resulting from, interruption or delay to its business. In case a suit shall be commenced against any company using the Joint Section or any part thereof, for damage for which, in the opinion of the company sued, another company shall be ultimately liable, the party sued may give notice to the other party and require it to appear and defend against such suit; and thereupon the company so notified shall be bound by the amount of the judgment recovered therein.

Section 6. The provisions of this Article shall be binding not only as between the parties hereto, but as between them and all railway companies from time to time using the Joint Section or any part thereof, and the Canadian Northern will cause to be inserted in every contract for use of the Joint Section or any part thereof, provisions covering the matter treated in this subdivision identical in substance with the provisions in this subdivision stated, and such contracts shall be construed as if each one were signed by all the railway companies at any time running trains over the Joint Section or any part thereof. Failing to cause such provision to be inserted in the contract with any railway company hereafter admitted to use the Joint Section, the Canadian Northern will assume such obligation as such other company would have assumed had such provision been inserted in its contract.

Section 7. The parties will settle as between themselves any claim for loss or damage according to the terms of this agreement, notwithstanding any judgment or decree of any court or other tribunal in a proceeding brought by third parties.

Section 8. If any train of the Midland shall be wrecked while running upon the Joint Section, the wreck, when requested by the Midland, shall be picked up at once and removed by the Canadian Northern, and the Midland, except as herein otherwise provided, shall bear the whole cost of such service.

ARTICLE VI.

Section 1. The Canadian Northern will maintain at all stations facilities adequate and suitable for the business of the users of the property. The Midland shall have the right to provide its own fuel supply, handling the same through the coal docks of the Canadian Northern on the Joint Section, paying the actual cost of such handling, and the Midland will have the right to construct, at its expense, and thereafter maintain and operate fuel stations for its

use at points on the Joint Section where such facilities are by it deemed necessary.

Section 2. Should any tax be imposed upon the earnings of the Joint Section, each company will assume and pay the tax upon its own earnings.

Section 3. The Canadian Northern will, upon request from time to time, supply the Midland fuel and small stores required at any of the stations on the Joint Section for the use of the Midland's trains and business at the actual cost thereof to the Canadian Northern, plus ten (10%) per cent. All repairs to rolling stock or otherwise requested to be done upon the Joint Section by or for the Midland shall, so far as the Canadian Northern's facilities will permit, be done by the Canadian Northern at cost, with fifteen (15) per cent added for superintendence and similar charges.

Section 4. The Canadian Northern shall keep the station buildings and other insurable property at any time a part of the Joint Section at all times reasonably insured. In the event of any loss or damage to any of the said station buildings or property, the insurance money recovered in respect thereof shall be applicable towards the rebuilding, replacement and repair of the damaged or destroyed property. In the event of any such building or property so damaged or destroyed being at the time of, and prior to, such damage or destruction unnecessary for the use of the said Joint Section, and it not being desirable to rebuild, replace or repair the same, any insurance money collected in respect of such loss or damage shall be retained by the Canadian Northern, but shall be credited to the cost of any additions or improvements to the Joint Section on account of which the Midland's rental may have been increased as herein provided, and such rental shall be decreased accordingly.

ARTICLE VII.

Section 1. If at any time any question shall arise touching the construction of this contract, or concerning the manner of transacting the business to be carried on under its provisions, or concerning the observance or performance of any of its covenants, upon which question the parties cannot agree, such question shall be submitted to the arbitrament of three disinterested persons familiar with such business and experienced in railway management. The party demanding such arbitration shall give to the other party notice of such demand, stating specifically the question to be submitted for decision and nominating a person who has the required qualifications to act as one arbitrator. If at the expiration of fifteen days from the

date of the receipt of such notice the party receiving it has not notified the party demanding the arbitration of its nomination of a second arbitrator having like qualifications, the party requiring such arbitration may apply, on fifteen (15) clear days' notice to the other party, to a Judge of the Court of King's Bench, in Manitoba, or to a Judge of any other superior court of record in Manitoba, for the appointment of a second arbitrator, and in the event of the party to which notice of arbitration is given not having appointed such second arbitrator before the application shall come on for hearing before such Judge, such second arbitrator shall be appointed by such Judge and shall thereupon be deemed an arbitrator within this clause as if appointed by the party to whom such notice was given. The two arbitrators so appointed as aforesaid shall select a third arbitrator, and the three arbitrators so appointed shall constitute the Board of Arbitration. In the event of the two arbitrators being unable to agree on such third arbitrator, either party may, upon five (5) clear days' notice to the other, apply to a Judge as aforesaid for the appointment of such third arbitrator, and such Judge shall, upon such application, appoint such third arbitrator, and when so appointed such three arbitrators shall constitute the Board as aforesaid.

Upon such Board of Arbitration being completed it shall proceed with reasonable diligence to inquire into the questions at issue, as disclosed in said notice, and may take such evidence as it may deem reasonable, or either party may submit without, if the Board or a majority deem it advisable, requiring witnesses to be sworn, and may hear argument of counsel or others as in its opinion may be desirable, and, after all parties interested have been heard shall proceed to make its award in the premises, which award shall be in writing and which, when signed by two or more of the arbitrators, shall be final, binding and conclusive upon the parties hereto in respect to all matters so decided.

The third arbitrator shall have power to fix the time and place when and at which the arbitration shall be proceeded with, but in so doing shall give due consideration to the reasonable convenience of the parties and their witnesses.

Immediately after any award each party shall make such changes in the conduct of its business, or such payments in restitution, as the case may be, as are in and by such award required of it to be made.

But if the question at issue affects the use of the property by more than two railway companies using the property, such notice of a demand for arbitration shall be given to each company interested, and each shall have the right and be obligated to name an arbitrator having the qualifications

hereinbefore stated, or in the event of its failure so to do, such arbitrator shall be selected upon the notice hereinbefore provided for, by the Judge aforesaid. The arbitrators so chosen, if even number, shall select one, if an odd number, two, additional arbitrators, having the qualifications before stated, to complete the Board of Arbitration. In case of their failure to agree upon such additional arbitrators, same shall be appointed by the Judge aforesaid upon like notice and in like manner as hereinbefore provided. Such Board shall proceed in the same manner as herein provided for arbitration where only two companies are interested and its award, or an award of the majority of the Board, shall be final and conclusive upon the parties interested in said arbitration.

In order to insure settlements in such cases which will bind all the companies using the property, the Canadian Northern will cause to be inserted in every contract admitting any other railway company, clauses for arbitration similar to those contained herein, and such arbitration clauses shall be construed as if signed by all railway companies using the property.

The books and papers of both or all the parties, so far as they relate to any matter submitted for arbitration, shall be open to the examination of the arbitrators.

Each party to the arbitration shall pay an equal proportion of the fees and expenses of the arbitration, and all fees and expenses of its own witnesses and counsel; and until the arbitrators shall make their award upon any question submitted to them, the business, settlements and payments to be transacted and made under the terms of this agreement shall be continued to be transacted and made in the manner and form existing prior to the arising of such question.

If either party shall refuse to keep and perform any award the adverse party may enforce the same by apt proceedings in any court of law or equity.

ARTICLE VIII.

Section 1. The provisions of this agreement shall extend to and be binding upon the successors and assigns of the respective parties hereto. In the event of any of the parties hereto, or their successors, owning or controlling any railway company which shall own any line of railway connecting with the lines of the company so owning or controlling, such owning or controlling company shall have the right to operate the trains of such owned or controlled company over the Joint Section as fully and effectually as if such trains were the trains of the owning or controlling company, and

such operation shall be by and in the name of the owning or controlling company. For the purposes of this contract, the trains of the Great Northern Railway Company and the Northern Pacific Railway Company, and of any company or companies owned or controlled by them or either of them, and of their respective successors and assigns, shall be considered the trains of the Midland, and the Midland shall have the right to operate the same in its own name over the Joint Section.

Section 2. Nothing in this agreement contained shall limit the right of the Canadian Northern to admit other companies to the use of the Joint Section, or any part thereof, providing such additional use shall be possible without unduly interfering with the use of the Joint Section by the Midland.

Section 3. Nothing herein contained shall be taken as creating or increasing any right in any third person to recover by way of damages or otherwise against any of the parties hereto.

Section 4. This agreement shall become effective on the first day of May, 1912, and, subject to the sooner termination thereof as hereinafter provided, continue in force for a period of twenty (20) years from said date, provided, however, that the Canadian Northern will join with the Midland in applying to Parliament for the necessary legislation confirming and ratifying this agreement, making it effective during a term of nine hundred and fifty (950) years; and when so ratified and confirmed this agreement shall, subject to sooner termination as herein provided, be and continue in force for the said term of nine hundred and fifty (950) years from the date it becomes effective. The expense in connection with obtaining such legislation shall be charged to maintenance account and paid accordingly.

ARTICLE IX.

The Midland has the right, upon one year's notice to the Canadian Northern, which may be given at any time, to abandon the use of Section "B" and the Canadian Northern upon one year's notice to the Midland shall have the right to require the Midland to abandon the use of Section "B" at any time after the expiration of five years from the date hereof. If the Midland shall abandon the use of Section "B" of said Joint Section, it shall not, after such abandonment, be required to pay to the Canadian Northern any rental for the use of said Section "B", or any charges in respect of capital expenditures thereon, or any expenses for the maintenance and operation thereof, and after such abandonment this contract shall become modified accord-

ingly and Section "B" shall not thereafter be considered a part of the Joint Section for any purpose whatever hereunder. The Midland has also the right, upon one year's notice to the Canadian Northern, which may be given at any time, to terminate this entire contract, in which event all rights and liabilities thereunder shall cease and determine.

In Witness whereof, the parties hereto have caused their respective corporate seals to be affixed hereto, as witness the hands of their respective officers.

In the presence of THE CANADIAN NORTHERN RAILWAY COMPANY,

Wm. Mackenzie
President.

R. H. M. Temple

R. P. Ormsby
Asst. Secretary.

THE MIDLAND RAILWAY COMPANY
OF MANITOBA.

Thomas Cooper
L. C. Gilman

Howard Elliott,
Vice President.

B. H. Thompson

Stewart M. Batham,
Secretary.

The Northern Pacific Railway Company and Great Northern Railway Company, the owners of the capital stock of the Midland Railway Company of Manitoba, mentioned in the foregoing agreement, in consideration of the sum of One Dollar (\$1.00) to them in hand paid and of other valuable consideration the receipt whereof is hereby acknowledged, do hereby jointly and severally guarantee the performance by said Midland Railway Company of Manitoba of the foregoing agreement and of each and every of the covenants and conditions therein stipulated to be kept and performed by said Midland Railway Company.

In witness whereof, the said Northern Pacific Railway Company and said Great Northern Railway Company have caused this instrument to be executed by their proper officers, and their corporate seals to be hereunto affixed, this 30th day of April, A.D., 1911.

In the presence of NORTHERN PACIFIC RAILWAY COMPANY.

By Howard Elliott,
President.

Thomas Cooper
L. C. Gilman

R. H. Relf,
Asst. Secretary.

GREAT NORTHERN RAILWAY COMPANY.

By Wm. Warrington,
President.

Thomas Cooper
L. C. Gilman

L. E. Katzenbach,
Secretary.

OTTAWA: Printed by JOSEPH DE LABROQUERIE TACHÉ, Law Printer
to the King's most Excellent Majesty.



4-5 GEORGE V.

CHAP. 79.

An Act respecting The Canadian Northern Ontario Railway Company.

[Assented to 12th June, 1914.]

WHEREAS a petition has been presented praying that it 1907, c. 72; be enacted as hereinafter set forth, and it is expedient 1908, c. 93; 1909, c. 63; 1910, c. 79; 1911, c. 57; 1912, c. 75; 1913, c. 92. to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate 1910, c. 79; 1911, c. 57; 1912, c. 75; and House of Commons of Canada, enacts as follows:— 1913, c. 92.

1. This Act may be cited as *The Canadian Northern* Short title. *Railway Act, 1914.*

2. The Canadian Northern Ontario Railway Company, Extension of time. hereinafter called "the Company," may commence and construct:—

1. The lines of railway authorized by section 4 of chapter 75 of the statutes of 1912, paragraphs (a) and (b), namely:—

(a) from a point on its authorized line between Port Arthur and Sudbury, near the head of Long Lake, thence by the shortest practicable route in a generally northerly and westerly direction to a junction with the National Transcontinental Railway east of Lake Nipigon;

(b) from a point on its authorized line between Ottawa and North Bay in or near the township of Chisholm, thence in a generally southeasterly direction to a point on the Central Ontario Railway at or between Bancroft and Whitney.

2. Also the line of railway described in sub-paragraph vii of paragraph (a) of section 2 of chapter 57 of the statutes of 1911, namely:—

vii. from a point on Lake Erie between Dunnville and Port Dover, northerly passing through Brantford and Berlin to a point at or near Owen Sound or Meaford, on the Georgian Bay.

Proviso. Provided that the last mentioned line may be routed to or through Kincardine.

Limitation. **3.** If the said lines are not commenced within two years and are not completed and put in operation within five years from the passing of this Act, the powers of construction conferred upon the said Company by Parliament shall cease and determine with respect to so much of the said lines as then remains uncompleted.

**Agreements
with other
companies.**

4. Subject to the provisions of sections 361, 362 and 363 of the *Railway Act*, the Company may enter into any agreement for any of the purposes specified in the said section 361, with the Montreal Terminal Railway Company, the Montreal Tramways Company, and the Toronto, Niagara and Western Railway Company, or any of them.

OTTAWA: Printed by JOSEPH DE LABROQUERIE TACHÉ, Law Printer
to the King's most Excellent Majesty.



4-5 GEORGE V.

CHAP. 80.

An Act respecting The Canadian Northern Ontario Railway Company, and to ratify and confirm its purchase of a portion of the property of the Carillon and Grenville Railway Company.

[Assented to 12th June, 1914.]

WHEREAS The Canadian Northern Ontario Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The sale by the Carillon and Grenville Railway Company and the purchase by The Canadian Northern Ontario Railway Company of those portions of the right of way and other properties of the Carillon and Grenville Railway Company mentioned and described in, and not specifically reserved by, the deed of sale thereof set forth in the schedule to this Act, are hereby ratified and confirmed and shall be deemed to have vested the said portions of the right of way and other properties of the Carillon and Grenville Railway Company in The Canadian Northern Ontario Railway Company on and from the twenty-fifth day of July, 1911, the date of the passing of the said deed.

2. It is hereby enacted and declared that the Carillon and Grenville Railway Company shall not, nor shall any person claiming in any way directly or indirectly through or under the said company, be entitled to claim or receive any land grant or grants or benefits whatsoever under the provisions of the statutes of the late Province of Canada, 19 and 20 Victoria, chapter 112, and 24 Victoria, chapter 80, or either of them, or any amending or substituted Act or Acts.

Declaration
as to certain
land grants.

SCHEDULE.

Before Mtre. Robert Bennett Hutcheson, the undersigned Notary Public for the province of Quebec, residing in the city of Westmount, and practising in the city of Montreal, appeared:

The Carillon and Grenville Railway Company, a body corporate duly incorporated, herein acting and represented by the Honourable William Owens of the said city of Westmount, Senator, the President, and Albert E. Blagg, the Secretary Treasurer thereof, duly authorized to the effect hereof by resolutions passed at meetings of the shareholders and directors of the said Company held on this day, duly certified copies of which resolutions remain hereunto annexed, signed for identification by the said Notary. Which said Company acting as aforesaid hath by these presents sold with legal warranty unto:

The Canadian Northern Ontario Railway Company, a body corporate duly incorporated herein acting and represented by Gerard Ruel of the city of Toronto, in the province of Ontario, Chief Solicitor, duly authorized to the effect hereof by resolution passed at a meeting of the Directors of the said Company held on the twenty-fourth day of July inst., a duly certified copy of which resolution remains hereunto annexed signed for identification by the said Notary, said Company acting and represented as aforesaid hereto present and accepting, the following immovable property, namely:—

DESCRIPTION.

That certain line of railway, as constructed of the Carillon and Grenville Railway Company, extending from the wharf at Grenville to the crossing of the highway at Carillon, together with running rights over the rails to the wharf property at Carillon, also all and singular the tracks, sidings, roadbed, right of way, station grounds, station houses, freight houses, sheds, rolling stock and equipment and works of every description, and all other property real and personal owned, acquired, or used in any manner in connection with the portion of the line of railway above described.

The Vendor reserves all franchises and powers of the Company under its charter and also all land-grants and other subsidies earned or which may hereafter be earned by the said Company, Vendor.

POSSESSION.

The purchaser will have the absolute ownership of said property as and from the date hereof and will take possession thereof forthwith.

VENDOR'S DECLARATIONS.

The Vendor declared and covenanted:

That said property is free and clear of all assessments and rates general and special for the past year and of all encumbrances.

CONDITIONS.

The Purchaser assumes to the exoneration of the Vendor all assessments and rates general and special other than those above mentioned.

PRICE.

This sale is thus made for the price or sum of one dollar (\$1.00) and other good and valuable consideration which the Vendor acknowledged to have received from the Purchaser previous to the execution hereof, whereof quit. Whereof acte.

Thus done and passed at the said city of Montreal on the twenty-fifth day of July, nineteen hundred and eleven, and remains of record in the office of the undersigned Notary under the number eleven thousand two hundred and eighty-three.

And after due reading hereof the parties signed in the presence of the said Notary.

THE CARILLON AND GRENVILLE RAILWAY Co.
by W. Owens,
President.

A. E. Blagg,
Sec.-Treas.

THE CANADIAN NORTHERN ONTARIO Ry Co.
by Gerard Ruel,
Chief Solicitor.

R. B. Hutcheson,
N. P.



4-5 GEORGE V.

CHAP. 81.

An Act respecting The Canadian Pacific Railway Company.

[Assented to 3rd April, 1914.]

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. This Act may be cited as the *Canadian Pacific Railway Act, 1914.* Short title.

2. The Canadian Pacific Railway Company, hereinafter called "the Company," may lay out, construct and operate the following branch lines of railway, namely:—

- (a) from a point on its Swift Current Southeasterly Branch in township 14, or 15, in a southwesterly direction to a point in township 8 or 9, range 17 or 18, west of the 3rd meridian, in the province of Saskatchewan;
- (b) from a point on its Swift Current Southeasterly Branch in township 12 in a southerly and southwesterly direction to a point in township 9, range 16 or 17, west of the 3rd meridian, in the province of Saskatchewan.

3. The Company may within two years after the passing of this Act commence to construct any of the lines of railway which it was authorized to construct by section 2, paragraphs (a), (c), (d), (f) and (g) of chapter 78 of the statutes of 1912 and by section 1 of chapter 95 of the statutes of 1908 as amended by section 2 of chapter 81 of the statutes of 1910, and which it is authorized to construct by section 2 of this Act, and may, within five years after the passing of this Act, complete any of the said lines of railway; Time for construction.

and if within the said periods respectively any such line is not so commenced or is not so completed and put in operation the powers of construction conferred upon the Company by Parliament shall cease and be null and void as respects so much of such line of railway as then remains uncompleted.

Securities.

4. The Company may issue bonds, debentures or other securities to the amount of thirty thousand dollars per mile of the railways described in section 2 of this Act, which bonds, debentures or other securities may be issued only in proportion to the length of railway constructed or under contract to be constructed.

R.S., c. 37,
applica-
tions.

5. Any such issue shall be made according to the provisions of the Company's Special Act as defined by section 2 of the *Railway Act* and in all respects not inconsistent with these provisions, the provisions of sections 136 (except those of subsection 1 thereof) to 146, both inclusive, of the *Railway Act*, shall also apply to any such issue.

1902, c. 52,
s. 7 amended.

6. Section 7 of *The Canadian Pacific Railway Act, 1902*, is amended by inserting at the end of said section the words "and may guarantee the principal or interest of bonds, debentures or other securities issued by any such company."

1913, c. 96.

7. The provisions of sections 9 and 10 of chapter 96 of the statutes of 1913 shall apply to the lines of railway mentioned in sections 2 and 3 of this Act.

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4-5 GEORGE V.

CHAP. 82.

An Act respecting The Central Ontario Railway.

[Assented to 27th May, 1914.]

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. This Act may be cited as *The Central Ontario Railway* Short title.
Act, 1914.

2. The Central Ontario Railway, hereinafter called “the Company,” may construct the line of railway authorized by section 2 of chapter 60 of the statutes of 1884, which has heretofore been partly constructed, namely:—

“Northward from any convenient point on its present line to a junction with the Canadian Pacific Railway at any convenient point between the town of Pembroke and Callander station, such latter point to be approved of by the Governor in Council.”
as such enactment is amended by the statutes of 1888, chapter 76, section 1, which strikes out the words “the town of Pembroke” in the enactment above quoted and substitutes therefor the words “Sudbury Junction.”

Provided that upon the sanction of route maps and location plans in accordance with the provisions of the *Railway Act*, the observance of the proviso above quoted in section 2 of chapter 60 of the statutes of 1884, respecting the approval by the Governor in Council of the junction point with the Canadian Pacific Railway, may be dispensed with.

3. The Company may commence to construct the unconstructed portion of the said railway within two years after Extension of time.

the passing of this Act, and may complete the said railway and put it in operation within five years after the passing of this Act; and if, within the said periods respectively, the said unconstructed portion of the said railway is not so commenced, or is not completed and put in operation, the powers of construction conferred upon the said Company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted.

Consent of
municipali-
ties.

4. The Company shall not construct or operate its railway along any highway, street or other public place without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway, street or other public place and upon terms to be agreed on with such municipality.

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4-5 GEORGE V.

CHAP. 83.

An Act respecting The Central Railway Company of Canada.

[Assented to 3rd April, 1914.]

WHEREAS a petition has been presented praying that it
be enacted as hereinafter set forth, and it is expedient
to grant the prayer of the said petition: Therefore His
Majesty, by and with the advice and consent of the Senate
and House of Commons of Canada, enacts as follows:—

1. Subject to the provisions of section 3 of this Act, The Extension of time. Central Railway Company of Canada may complete at any time within five years from the passing of this Act the railway authorized by chapter 172 of the statutes of 1903 and by the Acts amending the same, and if the said railway is not completed and put in operation within the said period of five years the powers granted to the said Company by Parliament shall cease and be null and void with respect to so much of the said railway as then remains uncompleted.

2. Section 3 of chapter 72 of the statutes of 1909 is 1909, c. 72 amended. repealed.

3. It is hereby expressly declared and enacted that The Central Railway Company of Canada shall not, nor shall The Ottawa River Railway Company, The Central Counties Railway Company, The Ottawa Valley Railway Company, The Carillon and Grenville Railway Company or the Ottawa River Navigation Company, nor the assigns of any of the said companies, nor shall any other company or person whatsoever, be entitled to receive any land grant or grants under the provisions of the statutes of the late Province of Canada, 19 and 20 Victoria, chapter 112, and 24 Victoria, chapters 80 and 87, or any of them, or any Declaration as to abandonment of the land grant made to The Carillon and Grenville Ry. Co.

amending or substituted Acts, or any other statutes or Acts of Canada or any of the provinces of Canada.

**Electric or
other power.**

4. In so far as the Company has the right to acquire electric or other power or energy which may be transmitted and delivered to any place in the municipalities through which the railway has been constructed and to receive, transform, transmit, distribute and supply such electric power or energy in any form and to dispose of the surplus thereof and to collect rates and charges therefor, the Company may, subject to the provisions of section 247 of the *Railway Act*, continue so to acquire such electric power or energy, but not by expropriation, but no such rate or charge shall be demanded or taken for such electric power or energy until the same has been approved of by the Board of Railway Commissioners for Canada, which may also revise such rates and charges.

**Consent of
municipali-
ties for lines
upon high-
ways, etc.**

5. Nothing in this Act or in the *Telegraphs Act* shall authorize the Company to construct or operate any telegraph or telephone lines, or any lines for the purposes of distributing electricity for lighting, heating or motor purposes, or disposing of surplus power generated by the Company's works and not required for the undertaking of the Company, upon, along or across any highway or public place, without first obtaining the consent expressed by by-law of the municipality having jurisdiction over such highway or public place, and upon terms to be agreed on with such municipality, or to sell, dispose of or distribute power or energy within or for use within the limits of any municipality, without the consent expressed by by-law, of such municipality.

**Consent of
municipali-
ties.**

6. The Company shall not construct or operate its railway along any highway, street or other public place without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway, street or other public place, and upon terms to be agreed upon by such municipality.

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4-5 GEORGE V.

CHAP. 84.

An Act respecting The Dominion Atlantic Railway Company.

[Assented to 3rd April, 1914.]

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The Dominion Atlantic Railway Company may commence the construction of the line of railway authorized by section 1 of chapter 101 of the statutes of 1908 within two years after the passing of this Act, and may complete the said line of railway and put it in operation within five years after the passing of this Act; and if, within the said periods respectively, the said line of railway is not so commenced, or is not so completed and put in operation, the powers of construction conferred upon the said Company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted.

2. Section 1 of chapter 86 of the statutes of 1912 is repealed.

3. The Company shall not construct or operate its railway along any highway, street or other public place without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway, street or other public place and upon terms to be agreed on with such municipality.

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4-5 GEORGE V.

CHAP. 85.

An Act respecting The Erie, London and Tillsonburg Railway Company.

[Assented to 27th May, 1914.]

WHEREAS a petition has been presented praying 1906, c. 90;
1908, c. 106;
1910, c. 96;
1912, c. 91. that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The Erie, London and Tillsonburg Railway Company may, within two years after the passing of this Act, proceed with the construction of its railway, and expend thereon such sum as with that already expended shall be equivalent to fifteen per cent of the amount of the capital stock of the said Company, and may, within five years after the passing of this Act, complete the said railway and put it into operation; and if, within the said periods respectively, the construction of the said railway is not proceeded with and such expenditure is not so made, or the said railway is not so completed and put in operation, the powers of construction conferred upon the said Company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted.

2. Section 11 of chapter 90 of the statutes of 1906 and chapter 91 of the statutes of 1912 are repealed.

3. The Company shall not construct or operate its railway along any highway, street or other public place without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over the said

highway, street or other public place, and upon terms to be agreed upon with such municipality.

Electric and
other power.

4. For the purposes of its undertaking, and subject to the provisions of section 247 of the *Railway Act*, the Company may acquire, but not by expropriation, electric or other power or energy, which may be transmitted and delivered to any place in the municipalities through which the railway is constructed; and may receive, transform, transmit, distribute and supply such power or energy in any form, and may dispose of the surplus thereof, and may collect rates and charges therefor, but no such rate or charge shall be demanded or taken until it has been approved of by the Board of Railway Commissioners for Canada, which may also revise such rates and charges.

Consent of
municipal-
ties for lines
upon
highways,
etc.

5. Nothing in the Act incorporating the Company or in this Act, or in the *Telegraphs Act*, shall authorize the Company to construct or operate any telegraph or telephone lines, or any lines for the purpose of distributing electricity for lighting, heating or motor purposes, or disposing of surplus power generated by the Company's works and not required for the undertaking of the Company, upon, along or across any highway or public place, without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway or public place, and upon terms to be agreed on with such municipality; or to sell, dispose of or distribute power or energy within or for use within the limits of any municipality, without the consent, expressed by by-law, of such municipality.

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4 - 5 GEORGE V.

CHAP. 86.

An Act respecting The Esquimalt and Nanaimo Railway Company.

[Assented to 3rd April, 1914.]

WHEREAS a petition has been presented praying that it
be enacted as hereinafter set forth, and it is expedient
to grant the prayer of the said petition: Therefore His
Majesty, by and with the advice and consent of the Senate
and House of Commons of Canada, enacts as follows:

1884, c. 6;
1886, c. 15;
1888, c. 89;
1905, c. 90;
1906, c. 92;
1908, c. 107;
1910, c. 97;
1912, c. 92.

1. The Esquimalt and Nanaimo Railway Company may, within two years after the passing of this Act, commence the construction of either of the railways authorized by paragraph (a) of section 2 of chapter 92 of the statutes of 1906 and by section 1 of chapter 92 of the statutes of 1912, and, shall, within the said two years, expend thereon (including expenditure already made) an amount equal to fifteen per cent of its capital stock; and may complete either of the said railways and put them in operation within five years after the passing of this Act, and if either of the said railways is not so commenced and such expenditure is not so made, or is not so completed and put in operation, within the said periods respectively, the powers of construction conferred upon the said Company by Parliament shall cease and be null and void as respects so much of such railway as then remains uncompleted.

2. The Company shall not construct or operate its railway along any highway, street or other public place without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway, street or other public place, and upon the terms to be agreed on with such municipality.

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4 - 5 GEORGE V.

CHAP. 87.

An Act respecting The Fredericton and Grand Lake Coal and Railway Company and The Canadian Pacific Railway Company.

[Assented to 27th May, 1914.]

WHEREAS The Fredericton and Grand Lake Coal and N.B., 1910,
Railway Company, hereinafter called "the Fredericton c. 53.
Company," has by its petition represented that it was incorporated by chapter 53 of the statutes of 1910, of the
to province of New Brunswick, and desires to lease its railway
the Canadian Pacific Railway Company, and it is expedient
to grant the prayer of the said petition and to enact as
hereinafter set forth: Therefore His Majesty, by and with
the advice and consent of the Senate and House of Commons
of Canada, enacts as follows:—

1. Subject to the provisions of sections 361, 362 and 363 of the *Railway Act*, the Canadian Pacific Railway Company may for any of the purposes specified in the said section 361 enter into an agreement with the Fredericton Company for leasing the railway and undertaking of the Fredericton Company, and may lease the said railway and undertaking from the Fredericton Company, but the approval of the shareholders of the said Canadian Pacific Railway Company to such agreement and lease shall be sufficient if the provisions of section 6 of chapter 47 of the statutes of 1890 are complied with. Agreement with C. P. Ry. Co. 1890, c. 47. s. 6.

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4-5 GEORGE V.

CHAP. 88.

An Act respecting The Grand Trunk Railway Company of Canada.

[Assented to 3rd April, 1914.]

WHEREAS The Grand Trunk Railway Company of Canada has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. This Act may be cited as *The Grand Trunk Act, 1914.*

2. The expression “the Company” where used in this Interpretation. Act means The Grand Trunk Railway Company of Canada.

3. The Company shall not be under any obligation to Annual general meeting. prepare or to submit to its shareholders, debenture stockholders or auditors, statements of account or balance sheets or to hold ordinary general meetings more than once a year, which meeting shall be held in the month of March or April, and anything which under any Act affecting the Company is authorized or required to be done at a general meeting of the Company to be held at any specified time may be done at the annual general meeting of the Company.

4. The directors of the Company may, if it appears to them that the profits of the Company are sufficient, declare and pay interim dividends for the first half of any year notwithstanding that the accounts are not audited for the half-year and that a statement of accounts and balance sheet for the half year is not submitted to the shareholders, and may close their register and books of transfer before the date on which

which the interim dividends are declared, in the same manner and for the same time and subject to the same provisions as they may close their register or books before the date of their ordinary meeting.

Prior legislation.

5. Any statutory provisions affecting the Company shall be read with the modifications necessary to bring them into conformity with this Act.

Consolidated debenture stock.

6. In addition to the consolidated debenture stock authorized by any Act heretofore passed, the Company may, for the purposes herein specified, borrow, and raise by the creation and issue of perpetual consolidated debenture stock, to be called Grand Trunk Consolidated Debenture Stock, bearing interest at a rate not exceeding four per cent per annum, such sum as the proprietors of the Company entitled to vote, in general meeting assembled, shall from time to time determine: Provided always, that the aggregate amount of the annual interest upon the debenture stock to be issued under this Act shall not exceed one hundred thousand pounds sterling.

Proviso.

Ranking.

7. The debenture stock by this Act authorized shall rank equally and be consolidated with the debenture stock issued or to be issued as Grand Trunk Consolidated Debenture Stock, under any Act now in force, and shall be subject to all conditions and provisions applicable thereto respecting the manner, time and place of payment of interest thereon, and the voting power of the holders thereof.

Application of proceeds.

8. So much of the proceeds of the said stock as the directors of the Company may from time to time determine, may be used or applied in the exercise of any of the powers specifically conferred upon the Company, and to the general purposes of the Company.

1888, c. 58 to apply.

9. Any shares, bonds, debentures or other securities acquired with the proceeds of the debenture stock created and issued under the authority of this Act, shall be held as subsisting and continuing as a security for the purpose of and upon the terms mentioned in section 6 of *The Grand Trunk Railway Act, 1888.*

Commencement of Act.

10. The provisions of sections 3, 4, 6, 7, 8 and 9 of this Act shall only take effect upon being assented to and accepted by a majority of the votes of the persons present, or represented by proxy, and entitled to vote at a general meeting of the Company held after notice of the intention to submit the same to such meeting has been duly given.

2. The certificate in writing of the chairman of such meeting that the said provisions have been assented to and accepted shall be filed in the office of the Secretary of State of Canada, and notice of such filing shall be published by the Company in *The Canada Gazette*. Filing and publication of certificate.

3. A copy of such certificate, certified by the Secretary of State of Canada, shall be taken and accepted in all courts of law as sufficient evidence of such assent and acceptance.

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to the King's most Excellent Majesty.



4-5 GEORGE V.

CHAP. 89.

An Act respecting The Grand Trunk Railway Company of Canada and the Canada Atlantic Railway Company.

[Assented to 27th May, 1914.]

WHEREAS The Grand Trunk Railway Company of Preamble. Canada and the Canada Atlantic Railway Company have severally by their respective petitions prayed that an Act be passed to ratify and confirm and make valid a certain agreement entered into by the said companies for the amalgamation or consolidation of the said companies into one company under the name of "The Grand Trunk Railway Company of Canada," and to give the said amalgamated company power to do such acts as are necessary to carry out the provisions of the said agreement in all respects; and whereas it is expedient to grant the prayer of the said petitions: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. In this Act, unless the context otherwise requires, Interpre-
tation. the words "the Company" shall mean the company created by the said amalgamation or consolidation, and the words "the said Companies" shall mean The Grand Trunk Railway Company of Canada and the Canada Atlantic Railway Company.

2. This Act may be cited as *The Grand Trunk and Canada Atlantic Amalgamation Act, 1914.* Short title.

3. The agreement entered into by the said Companies, Amalgam-
ation ratified. a copy of which is set forth in the schedule to this Act, is hereby ratified and confirmed and declared to be legal, valid, and binding in all respects whatsoever, as fully and completely as if the said agreement and each and every clause thereof were set out at length and enacted in this

Date.

Act, and the said Companies are hereby amalgamated, and, from and after the coming into force of this Act, shall form and be one company, under the name of "The Grand Trunk Railway Company of Canada," upon the terms and conditions set out in the said agreement and in this Act, and with the capital mentioned in the said agreement; and the Company is hereby authorized and empowered to do whatever may be necessary to give full effect to the provisions of the said agreement.

Name.**Capital.****Powers of Railway Board.**

2. Nothing herein contained shall be deemed in any way to impair or restrict the powers of the Board of Railway Commissioners for Canada, and all the provisions of the *Railway Act* now applying to the said Companies and their respective railways and undertakings shall continue to apply to the same.

Consolidated debenture stock.

4. In addition to the powers hereby conferred, the Company after the coming into force of this Act shall, as regards the creation and issue of consolidated debenture stock, have to their full extent the powers possessed by The Grand Trunk Railway Company of Canada at and before the coming into force of this Act.

Commencement of Act.

5. This Act shall not come into force and take effect unless and until it is submitted to a general meeting of The Grand Trunk Railway Company of Canada and to a general meeting of the Canada Atlantic Railway Company, and has been assented to and accepted by a majority of the votes of the persons present at such meetings respectively in person or represented by proxy and entitled to vote thereat, provided that notice of the intention to submit this Act at such meetings has been duly given.

Certificate of chairman.

2. The certificate of the chairman of each meeting shall be taken as sufficient evidence of the acceptance of this Act by such meeting. The said certificates shall be filed in the office of the Secretary of State of Canada, and notice of such filing shall be published by the Company in *The Canada Gazette*.

Evidence.

3. Copies of such certificates, certified by the Secretary of State of Canada, shall be taken and accepted in all courts of law as sufficient evidence of such acceptance.

SCHEDULE.

THIS DEED made the ninth day of February, A.D. 1914.
BETWEEN:—

The Grand Trunk Railway Company of Canada, herein-after called the "Grand Trunk," of the first part,
and,

Canada Atlantic Railway Company, hereinafter called
the "Canada Atlantic," of the second part.

WHEREAS the capital of the Grand Trunk on the 31st day of December, 1913, hereinafter called "Grand Trunk Capital," is that shown in the first schedule hereto marked "A," Part one of which shows the amount of borrowed capital, hereinafter called "Grand Trunk Borrowed Capital," and Part two the amount of share capital including guaranteed, preference and ordinary stocks and hereinafter called "Grand Trunk Share Capital";

AND WHEREAS the capital of the Canada Atlantic on the 31st day of December, 1913, hereinafter called "Canada Atlantic Capital," is that shown in the second schedule hereto marked "B," Part one of which shows the amount of borrowed capital, hereinafter called "Canada Atlantic Borrowed Capital," and Part two, the amount of the preference shares and common or ordinary stock of the said Company, and hereinafter called "Canada Atlantic Share Capital";

AND WHEREAS the Grand Trunk has become and is now the owner of the whole of the (10,000) ten thousand shares of the par value of one hundred dollars each of the preference stock and (60,725) sixty thousand seven hundred and twenty-five shares out of a total outstanding issue of (62,000) sixty two thousand shares of the ordinary stock of the Canada Atlantic;

AND WHEREAS it would be greatly to the advantage of the Grand Trunk and the Canada Atlantic, and tend to economize and simplify the working and management of their respective railways, if the said two Companies were amalgamated into one United Company.

NOW THEREFORE THESE PRESENTS WITNESS that the said parties hereto have and they do hereby agree each with the other and declare in manner following that is to say:—

1. On and after the day upon which the Act confirming this agreement shall come into force (which day is in these presents called the date of union) the Grand Trunk and Canada Atlantic shall be and become united as one Company and one Corporation hereinafter referred to as the United Company.

2. The Corporate name of the United Company shall be The Grand Trunk Railway Company of Canada.

3. The United Company shall be invested with and shall have, hold and enjoy all the rights, franchises, powers, privileges and property and be responsible for all the liabilities of the Grand Trunk and Canada Atlantic, respectively, and any right, lien or claim which could be enforced by or against either of the said Companies may on and after the date of union be enforced by or against the United Company.

4. The borrowed capital of the United Company at the

date of union shall consist of the "Grand Trunk borrowed capital" and the "Canada Atlantic borrowed capital" mentioned in the first parts of said Schedules "A" and "B" respectively.

5. For the purposes of this agreement and of the amalgamation of the said two Companies the Grand Trunk Share Capital as set out in part 2 of Schedule "A" shall be treated as converted into share capital of similar amounts and descriptions of the United Company but without imposing upon the Directors of the United Company any need to issue new certificates therefor, the certificates outstanding and existing at the date of union being respectively declared to be as valid and effective for all purposes as regards the United Company as they were before the date of Union as regards the Grand Trunk. In addition to the ordinary stock of the United Company into which the ordinary stock of the Grand Trunk is to be converted as above provided the Directors of the United Company shall to the extent necessary issue ordinary stock of that Company to the several holders of Canada Atlantic Share Capital who shall upon surrender of the Canada Atlantic certificates representing such capital be entitled to receive one dollar in the ordinary stock of the United Company for each dollar of the "Canada Atlantic Share Capital" (whether preference or ordinary) held by them, respectively, and the Grand Trunk Share Capital at the date of Union and the Canada Atlantic Share Capital so converted shall thereafter form the Share Capital of the United Company and the holders of Share Capital of the United Company shall be entitled to the same rights, privileges, priorities and dividends as the respective holders of Grand Trunk Share Capital were entitled to immediately prior to the date of union.

6. The earnings of the United Company shall be liable and applicable to discharge all debts and liabilities of the Grand Trunk and of the Canada Atlantic, respectively, in the same order and manner and to the same extent as the earnings of each of the said Companies shall be liable and applicable at the date of union.

7. Any issues of share capital, which immediately prior to the date of union could be made by the Grand Trunk or by the Canada Atlantic under the powers conferred by the Acts relating to the Grand Trunk or to the Canada Atlantic or otherwise, may from time to time be made by the United Company, but unless and until duly authorized to that effect no issue of such share capital shall be made so as to raise the share capital of the United Company to an amount in the aggregate in excess of that to which the said Companies could have raised the same if these presents had not been made.

8. The number of directors of the United Company shall be ten, but the number may at any time be increased or reduced by the shareholders at any ordinary or special general meeting of the United Company.

9. The qualification for directors of the United Company shall be the same as that for directors of the Grand Trunk at the date of union.

10. Holders of Grand Trunk Share Capital to be treated as converted into Share Capital of the United Company as provided in clause five of these presents shall on the date of union have and thereafter while such holders shall continue to have the like power to vote at all general meetings of the United Company as immediately prior to the date of union they may have had to vote at meetings of the Grand Trunk and holders of Canada Atlantic Share Capital shall upon their holdings of such capital being exchanged for ordinary stock of the United Company as also provided in said clause five have and thereafter while such holders shall continue to have the like power to vote at all meetings of the United Company, as other holders of the ordinary stock of the United Company.

11. Holders of Grand Trunk Borrowed Capital at the date of union (and also holders of any similar Capital issued after the date of union by the United Company under powers heretofore conferred upon the Grand Trunk) shall while such holders have and be entitled to exercise similar rights of voting at all Meetings of the United Company as holders of Grand Trunk Borrowed Capital now respectively possess.

12. The directors of the Grand Trunk in office on the date of union shall become and shall be the first directors of the United Company and shall continue as such directors and have the direction and control of the affairs of the United Company until their successors are duly elected as hereinafter provided. The directors of the Canada Atlantic shall go out of office on the date of union. The first election of directors of the United Company shall as specified in Clause 14 take place in the month of March or April next following the date of union and thereafter the election of directors shall take place at meetings of the United Company to be held in the month of March or April in each year as the directors shall from time to time by resolution direct.

13. The quorum of the directors of the United Company shall be from time to time fixed by the directors.

14. Of the first directors of the said United Company so constituted as aforesaid, one-third as nearly as may be, to be determined by ballot among the whole body of directors unless they otherwise agree, shall go out of office

at the ordinary general meeting which shall be held in the month of March or April 1915 and in the like manner one-third of the whole as nearly as may be, to be determined unless they otherwise agree by ballot among the other first directors mentioned above, shall go out of office at the ordinary general meeting which may be held in the month of March or April 1916 and the remaining first directors of the United Company shall go out of office at the ordinary general meeting of the United Company which shall be held in the month of March or April 1917 and in each instance the places of the retiring directors shall be filled by an equal number of qualified holders of capital of the United Company. At the first ordinary general meeting held in the year next after the whole of the said first directors shall have gone out of office and in each succeeding year one-third of the directors, being those who have been longest in office, shall go out of office and their places shall be filled in like manner, but every Director going out of office may (if duly qualified) be re-elected and after re-election shall with reference to going out of office by rotation be considered as a new Director. Should at any time the number of Directors not be divisible by three, the Directors shall determine what number as nearly one-third as may be, are to go out of office the intention being that the whole number of Directors shall go out of office every three years; Provided however that if at any meeting the vacancies then occurring in the office of Director shall not be filled, the outgoing Directors, if willing to act, shall be deemed re-elected and shall continue in office.

15. The first ordinary general meeting of the United Company shall be held at such time in the month of March or April next following the date of union, and at such place in London, England, as the directors may appoint. General meetings of the United Company, whether ordinary or special shall be held in London, England. Notice of each general meeting of the United Company shall be published at least once in the Canada Gazette not less than fourteen days before the holding of the meeting, and such notice shall be sufficient without further or other notice.

16. On or immediately after the date of union the directors of the United Company shall appoint two auditors resident in Canada and two auditors resident in England who shall hold office until the first ordinary general meeting of the United Company thereafter. At such first ordinary general meeting, two auditors resident in Canada and two auditors resident in England shall be appointed; of the auditors so appointed one resident in

Canada and one resident in England to be determined in the first instance by ballot between the Canadian and English auditors, respectively, unless they agree amongst themselves, and afterwards by seniority of election shall go out of office at each subsequent general meeting at which directors go out of office, and at such general meeting an Auditor resident in Canada and an Auditor resident in England shall be elected to fill the place of those retiring. Any auditor going out of office may be re-elected and after re-election shall in reference to outgoing be deemed newly elected, and if no auditors be elected, the outgoing auditors shall continue in office, and be deemed re-elected. In the event of any vacancy in the position of auditor occurring by death or otherwise, the directors may fill up such vacancy until the next ordinary general meeting of the United Company.

17. The auditors in England shall examine and report upon the accounts of the United Company in England, and the auditors in Canada shall examine and report upon the accounts of the United Company in Canada, and shall have all the necessary powers and facilities for so doing.

18. The "net earnings" of the United Company shall mean the surplus of the earnings and revenue from all sources of the United Company, after discharging the working expenses thereof, and "Working expenses" shall mean and include all expenses of maintenance and renewals of the railways and of the stations, buildings, ferries, works and conveniences of all kinds belonging thereto and of the rolling and other stock and movable plant used in the working thereof, interest on borrowed capital, and all such tolls, rents, percentages of receipts, interest guaranteed or annual sums as at the date of union the Grand Trunk or Canada Atlantic is or as the United Company may thereafter become liable for or as may be payable in respect of railways, elevators, warehouses, wharfs or other property of any kind at the date of union leased to or held by the Grand Trunk or the Canada Atlantic or thereafter leased to or held by the United Company; all moneys payable under traffic or working or other arrangements entered into by the Grand Trunk or the Canada Atlantic or by any Company heretofore amalgamated with the Grand Trunk with any other corporation, company or person, all moneys payable in respect of the hire of rolling stock (as defined in the Railway Act) let to the Grand Trunk or Canada Atlantic prior to the date of union or to the United Company after the union; all sums payable in the adjustment of traffic balances or by way of rent, charges or interest upon the purchase money (or any portion thereof)

of lands purchased or rented by or otherwise acquired for the purposes of or held by the United Company, and not paid for or not fully paid for; all outlay on revenue account made in the purchase or manufacture of engines, cars or other rolling stock of any description, with the necessary appliances and works required therewith; all expenses of or incidental to the working of the railways and the traffic thereon, including stores, consumable articles and supplies, and all necessary repairs and supplies to rolling stock owned or in use by the United Company; all rates, taxes, insurance and compensation for accidents or losses; all salaries and wages of persons employed in and about the working of the railways and the traffic thereon: all contributions to superannuation, provident, insurance, pension and other like funds; all secretarial, office, management, and establishment expenses, including directors fees, agency, legal, medical and other like expenses of every nature; all costs and expenses of and incidental to the compliance by the United Company with any order of the Board of Railway Commissioners for Canada, or of any Board which may hereafter be duly constituted by the Parliament of Canada for the regulation of railways, and generally all such charges if any not above otherwise specified as in the case of English railway companies are usually carried to the debit of revenue as distinguished from capital account: Provided, however, that nothing herein contained shall give to the proprietors, mortgagees or bondholders of any railway, elevator, warehouse, wharf, or other property leased to or held by the Grand Trunk or by the Canada Atlantic at the date of union, or leased to or held by the United Company thereafter, any further or other rights against the United Company, its property or earnings, than such proprietors, mortgagees or bondholders respectively have under the lease, mortgage, bond, agreement or guarantee upon which their rights are based, and that any money paid under a guarantee shall, if and when repaid, be applied as nearly as may be in the manner in which it would have been applied had no payment under the guarantee been made. Provided further that sums equal to twenty per cent of the traffic interchanged between what were formerly known as the Wellington, Grey and Bruce Railway and the Great Western Railway as defined in the agreements between the Wellington, Grey and Bruce Railway Company and the Great Western Railway Company, shall to the extent only and for the purposes in the said agreements mentioned and defined continue to be applied by the United Company as provided in the said agreements.

19. The net earnings of the United Company shall until otherwise duly authorized be applied in such manner as may be directed by the Statutes affecting the Grand Trunk.

20. All books, vouchers and documents of the Grand Trunk and Canada Atlantic shall on the date of union be transferred to and belong to the United Company, and the registers of holders of borrowed capital and share capital of the said companies shall continue to be kept as registers of the United Company, with such variations in the certificates and otherwise as may from time to time be ordered by the directors of the United Company.

21. Subject to the proviso in this article contained, the directors of the United Company shall wind up the affairs of the Grand Trunk and Canada Atlantic to the date of union, and finally balance the books of the said companies to that date, and all moneys due or standing to the credit of either of the said companies on the date of union shall be paid and applied by the directors of the United Company to the purposes for and in the manner to which they would have been applicable if these presents had not been made. Provided that for the purposes of such winding up and in order to simplify the settlement of the accounts, the receipts and payments shall be treated as if the first day of January, 1914, were in fact the date of union.

22. The directors of the United Company shall have power to, and may, from time to time, make by-laws or pass resolutions not inconsistent with the laws of Canada and the provisions of these presents for the management and disposition of the stock, property and business affairs of the United Company, and for the appointment of all officers, employees and artificers and for prescribing their duties.

23. All officers and employees of the Grand Trunk and the Canada Atlantic respectively shall on the union become officers and employees of the United Company at the salaries or wages and upon and subject to the terms upon which they were previously employed by the Grand Trunk or by the Canada Atlantic as the case may be.

24. All Acts of any Provincial Legislature (as defined by the Railway Act) or of any Parliament of the Dominion of Canada relating to the Grand Trunk and Canada Atlantic respectively, in force at the date of union shall, except as otherwise provided or as by these presents expressly varied, apply to and have effect with respect to the United Company, but generally except as aforesaid, the United Company shall continue to be carried on and managed, and all by-laws, rules and regulations of the Grand Trunk in use on the date of union shall have effect and until changed or altered by the United Company or the directors thereof, shall be

binding upon all the officers, agents and employees of the United Company and all others affected thereby, as if the United Company were the same Company as the Grand Trunk, and as if the whole undertaking of the United Company had been originally the undertaking of the Grand Trunk. Provided that in case of any inconsistency or conflict between the provisions of any Act of any such Provincial Legislature or Parliament relating to the Grand Trunk, and of any Act of any such Provincial Legislature or Parliament relating to the Canada Atlantic, the provisions of the Act relating to the Grand Trunk shall prevail.

25. In order to carry out the conversion of the share capital of the Canada Atlantic into ordinary stock of the United Company the Parliament of Canada shall be asked in the Act confirming this agreement to authorize the United Company to create and issue ordinary stock of the said company to the extent necessary for the purposes aforesaid.

26. This agreement is subject to confirmation by an Act of the Parliament of the Dominion of Canada and unless such Act is obtained by the first day of October, 1914, or such later date as may be agreed on between the Companies parties hereto shall be void.

IN WITNESS WHEREOF the respective parties hereto have hereunto set their respective corporate seals on the day and year first above written.

Signed, sealed and delivered { THE GRAND TRUNK
in the presence of Railway COMPANY OF
CANADA.

By

G. Haddock.

E. J. Chamberlin,
President.

[SEAL]

CANADA ATLANTIC RAILWAY
COMPANY,

By

G. Haddock,

E. J. Chamberlin,
President.

[SEAL]

Frank Scott,
Secretary.

“A.”

GRAND TRUNK RAILWAY COMPANY.

Description.	Rate of Interest.	Amount.
PART 1.		
<i>Borrowed Capital.</i>		
Second Mortgage Equipment Bonds.....	6%	\$ 1,815,266 67
3rd. Preference Bonds Northern Railway.....	6%	71,053 33
Wellington Grey & Bruce Rly. Bonds.....	Various.	335,800 00
5½% Bonds. Great Western (Matured) not paid off.....		486 67
Midland Ry. Sectional Bonds (Matured) not paid off.....		1,946 67
Midland Ry. Consolidated (Matured) not paid off.....		8,273 33
Debenture Stock Grand Trunk.....	5%	20,782,491 67
“ “ Great Western.....	5%	13,252,322 67
“ “ Grand Trunk.....	4%	112,538,406 00
“ “ Northern Railway.....	4%	1,499,979 67
		\$ 150,306,026 68
PART II.		
<i>Share Capital.</i>		
4% Guaranteed Stock.....		\$ 60,833,333 32
First Preference Stock.....		16,644,000 00
Second Preference Stock.....		12,312,666 67
Third Preference Stock.....		34,884,535 43
Ordinary Stock.....		109,363,053 40
		\$ 234,037,588 82

Montreal, February 5th, 1914.

W. H. ARDLEY,
General Auditor.

“B.”

CANADA ATLANTIC RAILWAY.

Description.	Rate of Interest.	Amount.	Held by G.T. Ry.	Held by Public.
PART I.				
Borrowed Capital First Mortgage...	4%	\$16,000,092 00		\$16,000,092 00
PART II.				
<i>Share Capital.</i>				
Capital Stock.....		6,200,000 00	6,072,500 00	127,500 00
Preference Stock.....		1,000,000 00	1,000,000 00	
		\$ 7,200,000 00	\$ 7,072,500 00	\$ 127,500 00

Montreal, February 5th, 1914.

W. H. ARDLEY,
General Auditor.

OTTAWA: Printed by JOSEPH DE LABROQUERIE TACHÉ, Law Printer
to the King's most Excellent Majesty.



4-5 GEORGE V.

CHAP. 90.

An Act respecting The High River, Saskatchewan and Hudson Bay Railway Company.

[Assented to 27th May, 1914.]

WHEREAS a petition has been presented praying that 1912, c. 100. it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Section 7 of chapter 100 of the statutes of 1912 Sec. 7 amended. is amended by striking out the word "twenty-five" in lines three and four of said section and inserting in lieu Line of railway. thereof the word "seventeen."

2. The High River, Saskatchewan and Hudson Bay Extension of time. Railway Company may commence the construction of the line of railway authorized by section 7 of chapter 100 of the statutes of 1912, as amended by section 1 of this Act, and expend fifteen per cent of the amount of its capital stock thereon within two years after the passing of this Act and may complete the said line of railway and put it in operation within five years after the passing of this Act; and if the said line of railway is not so commenced and such expenditure is not so made, or if the said railway is not so completed and put in operation within the said periods respectively, the powers of construction conferred upon the said Company by Parliament shall cease and be null and void as respects so much of the said railway as remains then uncompleted.



4-5 GEORGE V.

CHAP. 91.

An Act respecting The Joliette and Lake Manuan Colonization Railway Company.

[Assented to 3rd April, 1914.]

WHEREAS a petition has been presented praying that it 1903, c. 135; be enacted as hereinafter set forth, and it is expedient 1905, c. 111; to grant the prayer of the said petition: Therefore His 1909, c. 93; Majesty, by and with the advice and consent of the Senate 1911, c. 100. and House of Commons of Canada, enacts as follows:—

1. The Joliette and Lake Manuan Colonization Railway Company, hereinafter called "the Company," may within two years after the passing of this Act, commence the construction of the railway authorized by section 8 of chapter 135 of the statutes of 1903; and the extension authorized by section 1 of chapter 100 of the statutes of 1911, and expend fifteen per cent of its capital stock thereon, and may, within five years after the passing of this Act, complete and put in operation the said railway and extension, and if, within the said periods respectively, the said railway and extension are not commenced and such expenditure is not so made, or the said railway and extension are not completed and put in operation, the powers of construction, conferred upon the Company by Parliament, shall cease and be null and void as respects so much of the said railway and extension as then remains uncompleted.

2. Section 9 of chapter 135 of the statutes of 1903 and Repeal. section 2 of chapter 100 of the statutes of 1911 are repealed.

3. The Company shall not construct or operate its railway along any highway, street or other public place without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway,

street or other public place, and upon terms to be agreed upon with such municipality.

**Telegraphs
and
telephones.**

4. The Company may, subject to the provisions of the *Railway Act*, construct and operate telegraph and telephone lines upon its railway, and establish offices for and undertake the transmission of messages for the public, and collect tolls therefor; and for the purposes of operating such lines, or exchanging or transmitting messages, may, subject to the provisions of the said Act, enter into contracts with any companies having telegraph or telephone powers, and may connect its own lines with the lines of, or lease its own lines to, any such companies.

Tolls,

2. No toll or charge shall be demanded or taken for the transmission of any message, or for leasing or using the telegraphs or telephones of the Company, until it has been approved of by the Board of Railway Commissioners for Canada, which may also revise such tolls and charges.

**R.S., c.
126.**

3. Part II of the *Telegraphs Act*, except such portions thereof as are inconsistent with the *Railway Act* or with this Act, shall apply to the telegraphic business of the Company.

**Consent of
municipali-
ties for lines
upon high-
ways, etc.**

5. Nothing in the Act incorporating the Company or in this Act or in the *Telegraphs Act* shall authorize the Company to construct or operate any telegraph or telephone lines, upon, along or across any highway or public place, without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway or public place, and upon terms to be agreed on with such municipality.

OTTAWA: Printed by JOSEPH DE LABROQUERIE TACHÉ, Law Printer
to the King's most Excellent Majesty.



4-5 GEORGE V.

CHAP. 92.

An Act respecting The Kettle Valley Railway Company.

[Assented to 27th May, 1914.]

WHEREAS a petition has been presented praying that it
be enacted as hereinafter set forth, and it is expedient
to grant the prayer of the said petition: Therefore His
Majesty, by and with the advice and consent of the Senate
and House of Commons of Canada, enacts as follows:—

1901, c. 68;
1903, c. 138;
1904, c. 89;
1906, c. 117;
1909, c. 95;
1910, c. 115;
1911, c. 101;
1912, c. 110;
1913, c. 140.

1. The Kettle Valley Railway Company, hereinafter called "the Company," may lay out, construct and operate a branch line of railway from a point at or near the Otter Summit by the most feasible route to the Aspen Grove mineral district, in the province of British Columbia, not exceeding thirty miles.

2. The Company may within two years after the passing Time for construction.
of this Act commence to construct any of the lines of railway described in paragraphs (a), (b), and (c) of section 2 of chapter 110 of the statutes of 1912, and authorized by section 1 of this Act, and may within five years after the passing of this Act, complete any of the said lines of railway, and if within the said periods respectively any such line is not so commenced or is not so completed and put in operation the powers of construction conferred upon the Company by Parliament shall cease and be null and void as respects so much of that line of railway as then remains uncompleted.

3. The limit to the amount of the securities issued by Issue of securities.
the Company in respect of its railway shall not exceed forty thousand dollars per mile of its railway, and such securities may only be issued in proportion to the length of railway constructed, or under contract to be constructed.

4. The agreement made between the Vancouver, Victoria and Eastern Railway and Navigation Company and the Agreement ratified.
Company,

Company, dated the twentieth day of November, one thousand nine hundred and thirteen, a copy of which forms the schedule to this Act, is hereby ratified and confirmed and declared to be valid and binding on the parties thereto in all respects whatsoever, as fully and completely as if the said agreement and each and every clause thereof were set out at length and enacted in this Act, and, subject to the provisions of the *Railway Act*, the parties to the said agreement are and each of them is hereby authorized and empowered to do whatever may be necessary to give full effect to the provisions of the said agreement for the full term of nine hundred and ninety-nine years from the date of the said agreement, as in the said agreement provided: Provided, however, that nothing herein contained shall be deemed in any way to impair or restrict the powers of the Board of Railway Commissioners for Canada, and all the provisions of the *Railway Act* now applying to the said companies and their respective railways and undertakings shall continue to apply to the same.

SCHEDULE.

This Agreement, made and entered into this Twentieth day of November, 1913, by and between the Kettle Valley Railway Company, a corporation organized and existing under and by virtue of the laws of the Dominion of Canada (hereinafter called the "Valley Company"), party of the first part, and the Vancouver, Victoria and Eastern Railway and Navigation Company, a corporation organized and existing under and by virtue of the laws of the Dominion of Canada (hereinafter called the "Vancouver Company"), party of the second part.

Whereas, by statute of the Parliament of Canada, Chapter 115 of the year 1910, and amendments thereto, the Valley Company was authorized, among other things, to construct a line of railway from a point on its main line near Coldwater River by the most feasible route to the navigable waters of the Fraser River at or near Ruby Creek; and

Whereas, the Vancouver Company was incorporated by Statute of the Province of British Columbia, being Chapter 75 of the Statutes of 1897, and the works which it was authorized to construct and operate were thereafter by a Statute of Parliament of Canada, being Chapter 172, year 1905, declared to be for the general advantage of Canada, and the line of railway of the Vancouver Company is now under the jurisdiction of the Parliament of Canada and has under said laws authority to construct a line of railway from a point on Burrard Inlet or English Bay at or near the City of Vancouver to the City of New Westminster; thence in a south-

erly direction crossing the Fraser River; thence in an easterly direction through the Hope Mountains by the most direct feasible route south of the main line of the Canadian Pacific Railway Company to the Columbia River and Rossland; and

Whereas, the Valley Company has, among other things, built its line of railway from Merritt along the Coldwater River to Otter Summit, and is engaged in building another line of railway from a point on said line about five miles southwest of Otter Summit to Coquihalla Summit; and

Whereas, the Vancouver Company has built its line of railway along the Similkameen River through Princeton to Coalmont and is now engaged in constructing its line of railway from Coalmont to Otter Summit and Coquihalla Summit; and

Whereas, the Vancouver Company and the Valley Company are desirous of extending their lines of railway from Coquihalla Summit to the north bank of the Coquihalla River at Hope, and have made application to the Board of Railway Commissioners for Canada for the approval of plans showing their respective lines of railroad from Coquihalla Summit to Hope, which lines as shown by said plans conflict, and concerning which no judgment has yet been given by said Board of Railway Commissioners for Canada; and

Whereas, great physical difficulties exist in the way of constructing two independent lines of railway along the Coldwater and Coquihalla Rivers between Otter Summit and Coquihalla Summit and between Coquihalla Summit and Hope, and great expense would be saved to the parties by constructing a single line of railway as a joint section for the use of said parties from Otter Summit to Coquihalla Summit, and thence down the Coquihalla River to Hope; and

Whereas, both parties are willing to co-operate to avoid said physical difficulties, save said expense and adjust said conflicts in the manner hereinafter provided.

Now therefore, in consideration of the mutual and interdependent covenants and agreements by each of the parties hereto to be kept and performed, this Agreement witnesseth:

ARTICLE ONE.

Section 1. The Valley Company agrees to proceed with all speed with the construction of its line between the head-block of the west switch at Otter Summit (marked "A" on "Exhibit A" signed by the Chief Engineers of the parties, attached hereto and hereby made a part hereof), and Coquihalla Summit (marked "C" on said "Exhibit A"), according to the terms of its existing contract with Twohy Brothers (which terms by this reference thereto are deemed to be incorporated in this Agreement as if herein set forth) and to

fully complete said line between said points in accordance with plans now on file with the Board of Railway Commissioners for Canada, and identified by the signature of the Chief Engineer of the Valley Company, and have said line complete, open and ready for operation on or before the 31st day of December, 1913. In case of a dispute between the parties hereto as to whether or not said line is completed in accordance with such plans, such dispute shall be referred for settlement to the Chief Engineer of the Board of Railway Commissioners for Canada and his decision thereon shall be binding and conclusive upon the parties hereto.

Section 2. The Valley Company agrees that it will proceed forthwith and will construct, complete and have ready and open for operation on or before the 31st day of December, 1914, or as soon thereafter as the same can with due diligence be completed, a line of single track railway from Coquihalla Summit (marked "C" on said "Exhibit A") to a point near the Coquihalla River at Hope (marked "D" on said "Exhibit A") upon a location with a maximum gradient of 2·2 per cent compensated for curvature at 0·04 of a foot per degree of curve and maximum curvature not greater than 12 degrees. Said location, grade and curvature are to be shown upon maps and profiles to be prepared and agreed upon by the Chief Engineers of the parties hereto, and deposited for approval with the Board of Railway Commissioners for Canada on or before the Twentieth day of December, 1913. In the event that said Chief Engineers cannot agree upon a location or upon the maps and profiles herein required to be prepared and deposited, the questions upon which agreement cannot be reached by said Chief Engineers shall be determined by the Chief Engineer of the Board of Railway Commissioners for Canada, and his determination shall be binding and conclusive upon the parties hereto, and maps and profiles made in accordance with such determination of the Chief Engineer of the Board of Railway Commissioners for Canada may be filed with and approved by said Board. In the construction of said line of railway no material change shall be made in the location agreed upon or determined as hereinbefore provided, or in the maximum rate of grade or curvature hereinabove specified, except by agreement of the Chief Engineers of the parties hereto; in the event of their failure or inability to agree when either Chief Engineer desires to make material change in said location or maximum rate of grade or curvature, the question of making such change shall be submitted to and determined by the Chief Engineer of the Board of Railway Commissioners for Canada, and his decision shall be binding and conclusive upon the parties hereto.

Section 3. The parties hereto agree that the grade for said line of railway shall be constructed by contract to be let to the lowest responsible bidder, upon sealed bids to be called for by the Valley Company, upon specifications and estimated quantities to be agreed upon by the Chief Engineers of the parties hereto, and any bid made by any contractor that may be designated by either of the parties hereto shall be received and considered. The bids shall be opened in the presence of a duly authorized representative of each of the parties hereto, and shall be considered by the executive officers of said parties, and the contract awarded upon the bid determined by said executive officers to be the lowest bid of a responsible contractor. The parties hereto further agree that contracts for track laying, construction of station buildings, snow sheds, water tanks, and of all structures, works and appliances, and for all work necessary to the completion of said line of railway, shall be awarded in the same manner unless the executive officers of the parties hereto shall otherwise determine and agree. All prices to be paid in purchase of materials included in such contracts for construction shall be agreed upon by said executive officers.

Section 4. The supervision of the work of construction of said line of railway from Coquihalla Summit (marked "C" on said "Exhibit A") to a point near the Coquihalla River at Hope (marked "D" on said "Exhibit A"), shall be under the direction of the Chief Engineer of the Valley Company, and the preparation of estimates of work done shall be made by him, but the Chief Engineer of the Vancouver Company shall have the right to examine into and be informed of the manner of carrying out the work of construction, and may check said estimates, or cause the same to be checked, under his direction. In the event of any disagreement between said Chief Engineers as to the manner of carrying out the work of construction, or as to the correctness of any estimate, the questions in dispute shall be submitted to the Chief Engineer of the Board of Railway Commissioners for Canada, and his decision in reference thereto shall be binding and conclusive upon the parties.

Section 5. The parties hereto agree that the Canadian Pacific Railway Company and the Great Northern Railway Company, with their respective connections, shall each derive benefit from the transportation of contractors' outfits, supplies, men, materials, and all things entering into the construction of such line of railway; to the end that this Agreement may be carried fully into effect the Valley Company agrees that in respect of the line of railway between Coquihalla Summit (marked "C" on said "Exhibit A")

and a point near the Coquihalla River at Hope (marked "D" on said "Exhibit A"), it will divide and cause the contractors to divide all of such transportation between the Canadian Pacific Railway Company, with its connections, and the Great Northern Railway Company, with its connections, from the point of origin of such shipments, respectively, to the most convenient point near the line of said line of railway under construction at which said Canadian Pacific Railway Company, with its connections, and the Great Northern Railway Company, with its connections, can respectively deliver the same, giving on a revenue basis, three-fourths of such transportation to the Canadian Pacific Railway Company, with its connections, and one-fourth of such transportation to the Great Northern Railway Company, with its connections.

Section 6. The parties hereto understand and agree that, in respect of the line of railway to be built between the headblock of the west switch at Otter Summit (marked "A" on said "Exhibit A"), and Coquihalla Summit (marked "C" on said "Exhibit A"), the unit prices specified in the contract with Twohy Brothers include transportation to Merritt, and that said transportation is being performed by the Valley Company and its connections. Said parties further understand and agree that any transportation for men and materials in connection with the construction of said portion of said line of railway, which may not be included in the contract price in said contract with the said Twohy Brothers, may be performed by the Valley Company and its connections at tariff rates, and the cost thereof shall constitute a part of the cost of construction.

Section 7. The Valley Company shall pay to the Vancouver Company on or before the 31st day of December, 1914, all the engineering cost and expense incurred by said Vancouver Company for said line of railway between Coquihalla Summit (marked "C" on said Exhibit "A") and a point near the Coquihalla River at Hope (marked "D" on said Exhibit "A") preliminary to and during construction, with interest at five per cent per annum on the respective items thereof, from the time the same were paid by the Vancouver Company to the date of settlement by the Valley Company, which engineering cost and expense shall include wages, salaries and expense accounts of the engineers and their assistants during the survey of the line, the wages, salaries and expense accounts of engineers and their assistants and the cost of superintendence in any surveys subsequent to the preliminary survey and prior to the making of this Agreement. It is agreed that the total of such cost and expense incurred prior to the making of this Agreement is Thirty-five thousand

eight hundred and sixty-eight dollars and twenty-one cents (\$35,868.21), which said sum the Valley Company agrees to pay the Vancouver Company on or before the 31st day of December, 1914, with interest at the rate of five per cent (5%) per annum on the respective items included in said sum from the date the same were paid by the Vancouver Company until date of payment by the Valley Company.

Section 8. The cost of said line of railway from Otter Summit to the north bank of the Coquihalla River at Hope, which is to be taken as a basis of compensation for the use thereof by the Vancouver Company, as hereinafter provided, shall include only the following:

- a.* The cost of right-of-way and station grounds.
- b.* The cost of construction as provided in Section 3 of this article, which shall include the cost to the Valley Company of labour, materials, work train service and all other like items incurred in the actual construction of its line of railway.
- c.* The cost of transportation as provided in Section 5 of this article.
- d.* The amount paid by the Valley Company to the Vancouver Company for engineering expenses, as provided in Section 7 of this article, and its own engineering expenses on said line preliminary to and during the construction, including the actual cost, to wit, ten thousand dollars (\$10,000) of the location surveys acquired by the Valley Company from the Vancouver and Coast Kootenay Railway.
- e.* Interest at the rate of five per cent per annum on any payments made by the Valley Company on any of the aforesaid items in paragraphs *a*, *b*, *c*, and *d* described, from the time said payments were made to December 31st, 1914.

Section 9. Said line of Railway between the headblock of the west switch at Otter Summit and a point near the Coquihalla River at Hope so to be constructed, including main, passing, side, standing and industrial tracks, right-of-way, buildings, station grounds, and all appurtenant property, with additions thereto, and betterments thereof, is hereinafter referred to as the "joint section;" said joint section being designated on "Exhibit A," attached hereto, by red line.

ARTICLE Two.

Section 1. The Valley Company hereby grants to the Vancouver Company for and during the terms hereinafter mentioned the full, joint and equal possession and use of

the joint section in common with the Valley Company and such other company or companies as the Valley Company shall at any time permit to use the same or any part thereof, subject to the conditions, limitations and restrictions in this agreement set forth. The line of railway and termini of said joint section are represented and shown on "Exhibit A", hereto attached. Under the above grant the Vancouver Company shall have the right to make connections between said joint section and its own main line and during the continuance of this contract to operate the same, and with its own employees and equipment, to do and transact over said joint section, subject to the limitations hereinafter set forth, all such business as is or hereafter may be conducted and carried on by a railway or common carrier, including the carrying of mail and express.

Section 2. The Vancouver Company shall have the right to string its telegraph and telephone lines upon the existing or future pole lines located upon and along the right-of-way of the joint section. The Vancouver Company shall also have the right, at its own expense, to erect and thereafter maintain upon said right-of-way its own pole line, and string thereon its telegraph and telephone wires and connect such wires with its own or other telegraph or telephone lines.

Section 3. The Valley Company agrees that it will not before the termination of this Agreement make or renew any agreement with any express company for carrying express matter upon or over said joint section which will in anywise interfere with the right of the Vancouver Company to carry express business or messengers upon or over the same; and that it will not interfere with the right of the Vancouver Company to enter into an agreement with any express company which the Vancouver Company may at any time or times select for the purpose of carrying express matter, business or messengers upon the trains of the Vancouver Company; provided, however, that nothing in this agreement shall be construed to prohibit the Valley Company from carrying express matter or messengers upon the trains of the Valley Company, nor to prohibit the Valley Company from entering into any agreement with any express company which the Valley Company may at any time or times select for the purpose of carrying express matter, business or messengers upon the trains of the Valley Company.

Section 4. The Valley Company shall have charge, supervision and control of the said joint section and the operation and maintenance thereof, shall pay all taxes (other than taxes on earnings) and assessments that shall be levied thereon, shall maintain and at all times keep the same in good condition and repair and suitable for the

business of the Vancouver Company, and make all betterments, renewals and replacements thereof, and shall do all acts and things necessary and proper for the operation thereof, and will comply with all the regulations prescribed by law, or any public authority, with respect thereto for the safety of the public or otherwise, and will furnish water and other supplies incident to the maintenance and operation of the joint section. The Valley Company shall not be bound to furnish any fuel or other supplies, except water, for the trains or equipment of the Vancouver Company, nor for the special or exclusive use in any other manner of the Vancouver Company or the officers or employees thereof.

The Valley Company shall have the power to change, add to and better the joint section as it may consider advisable, including the right to provide such additional, main and other tracks as it shall deem necessary; Provided, that it shall not make any change, addition or betterment to the joint section which shall cost more than three thousand dollars (\$3,000) without requesting and obtaining the written consent of the Vancouver Company to the making of such change, addition or betterment; Provided, further, that such changes, betterments or repairs shall not permanently impair the usefulness of said joint section to the Vancouver Company.

Section 5. If the Vancouver Company shall at any time deem the construction of additional main track or tracks or other tracks, or additions, betterments or improvements necessary to the proper conduct of its business, or the Valley Company shall at any time deem the construction of additional main track or tracks, or other tracks or additions, improvements or betterments costing a sum in excess of three thousand dollars (\$3,000) necessary to the proper conduct of its business, and the other party be unwilling that any such additional main, or other tracks, or additions, betterments or improvements be constructed, then the party desiring such construction shall have the right to submit the question of the reasonable necessity of such track or tracks, or other additions, betterments or improvements, to arbitration, as hereinafter provided; and the decision in such arbitration shall be binding and conclusive on both of the parties as to the necessity thereof.

Section 6. Either party may construct and maintain on the joint section for its own exclusive use, roundhouses, fuel houses, fuel stations and other facilities, under reasonable conditions as to the connection with the joint section, provided that the construction and maintenance of the same do not impair the use of the joint section by the other party, but the cost of said structures and facilities when so erected

on the joint section shall not be added to the cost thereof; provided, however, that if the Vancouver Company desires to use any such structure or facility erected by the Valley Company, it shall have the right so to do and from and after the commencement of such use by the Vancouver Company, the reasonable value thereof, which shall be the actual cost of the construction of such structure or facility, less a reasonable depreciation charge shall be added to the cost of the joint section, on which rental is to be paid as hereinafter provided; and if the Valley Company desires to use any such structure or facility constructed by the Vancouver Company it shall have the right to purchase such structure or facility on reasonable notice at a fair price, which price shall be the actual cost of the construction of the structure or facility, less a reasonable depreciation charge, and the price so paid shall be added to the cost of the joint section on which rental is to be paid as hereinafter provided; and both parties shall thereafter have the same right to the use of such structure or facility as to any other part of the joint section. Provided, that if the Vancouver Company desires to make use of any exclusive structure or facility erected by the Valley Company, or the Valley Company desires to purchase and take over any exclusive structure or facility erected by the Vancouver Company the right to do so shall be exercised within five years from the date of the erection or construction of such structure or facility.

Section 7. The Valley Company shall do the work of installing, operating, renewing and replacing any interlocking or other safety devices that may be required to be installed at the junctions of the joint section with the lines of the parties hereto, at any time by public authority, or which may be installed by agreement between the parties hereto; and the cost of installation shall be paid by the Valley Company and charged to capital account, and the cost and expense of maintenance and operation, which shall include the wages of towermen and of telegraph and telephone operators required on account of interlockers or other safety devices, shall be charged to operating expenses and apportioned as provided herein.

Section 8. Each of the companies shall have the right, subject to the provisions of the Railway Act, at any time during the continuance of this Agreement, at its own expense, to connect any line of railway which it may hereafter construct or acquire (by stock ownership or otherwise), or which may be constructed or acquired (by stock ownership or otherwise) by any company or companies owned or controlled (by stock ownership or otherwise) by it,

with the joint section at suitable and convenient points: Provided, however, that the Vancouver Company shall not have the right to connect any such line of railway as that described in this Section 8 with the joint section, if such line of railway shall be greater in length than six miles and shall substantially throughout its length run parallel to and within a distance of ten miles of an existing line of railway of the Valley Company, and it shall be feasible and practicable to use the whole or some portion of such line of the Valley Company to reach a point which the Vancouver Company desires to reach. But, provided further, that the foregoing limitation on the right of the Vancouver Company to connect any such line of railway belonging to it with the joint section shall be binding only upon the condition that the Valley Company shall upon request of the Vancouver Company, forthwith give to the Vancouver Company trackage and operating rights over any line of railway of the Valley Company, or portion thereof required or necessary to reach a point which the Vancouver Company desires to reach, and which would be paralleled within a distance of ten miles by a line of railway constructed to such point by the Vancouver Company, upon like terms and conditions as are herein agreed upon in respect of the possession and use of the joint section.

It is further understood and agreed between the parties that either party shall give the other the use of any branch line constructed by it, and connecting with the joint section, or any portion of such line, upon the same rentals, terms and conditions as are herein provided for the use of the joint section.

Section 9. Industry spurs may be constructed and maintained when necessary by either party hereto, and the cost thereof shall be paid by the Valley Company and added to capital account, as in the case of improvements, betterments and additions, as hereinafter provided, if both parties agree to the necessity of the construction and maintenance. If the Vancouver Company shall construct and maintain a spur, to the construction and maintenance of which the Valley Company objects, the cost and operation expense thereof shall be paid and borne by the Vancouver Company, and the Valley Company shall not have the right and shall not use such spur, but it may at any later date elect to use the spur and shall within thirty (30) days after such election pay to the Vancouver Company the cost thereof (including interest at four and one-half per cent per annum from the date of expenditure made to the date of such election), and such amount so paid shall be added to capital account, as in the case of improvements, better-

ments and additions as hereinafter provided, and said industry spur shall thereupon become a part of the joint section.

If the Valley Company shall construct and maintain a spur, to the construction and maintenance of which the Vancouver Company shall object, the cost and operating expenses thereof shall be borne by the Valley Company, and the Vancouver Company shall not have the right to and shall not use the same, but it may at any later date elect to use the spur, and thereupon the cost of such spur (including interest at the rate of four and one-half per cent per annum from date of expenditure to date of such election) shall be added to the capital account as in the case of improvements, betterments and additions as hereinafter provided, and said industry spur shall thereupon become a part of the joint section.

Either of the parties hereto may establish industries upon the joint section upon reasonable conditions and rentals, but neither company shall have the right to include in any contract for the construction, or in any lease, of an industry spur for an industry located on property included within the joint section, any provision requiring the routing of the whole or any part of the traffic of such industry over its own line or giving any preference to it in traffic. Provided that the prohibition herein contained against the making of exclusive traffic contracts shall not apply to any industry established, created or aided by either party and situate outside the limits of the joint section. And, provided further, that no industry spur shall be constructed by either party which creates a hazardous and unsafe operating condition, and if a dispute shall arise as to whether any industry spur desired to be constructed by either party would create such a condition, such dispute shall be submitted to arbitration as hereinafter provided for.

10. The Valley Company will maintain at all stations facilities adequate and suitable for the business of both parties hereto. If it shall fail so to do, the Vancouver Company may establish and maintain its station facilities under reasonable conditions as to connections with the joint section. The Valley Company shall nevertheless have the right to purchase, at a fair price, such facilities built on the joint section, for the full joint and equal use and benefit of the parties using the joint section and the price paid therefor shall be added to capital account as in the case of other improvements, betterments and additions. If the Valley Company and the Vancouver Company cannot agree on what is a fair price to be paid therefor, the determination thereof shall be submitted to arbitration

as hereinafter provided; and the decision in such arbitration shall be conclusive and binding on both parties.

ARTICLE THREE.

Section 1. The Vancouver Company covenants and agrees to pay to the Valley Company during the existence of this Agreement as full compensation and rental for all the rights, interests, services and privileges herein provided for, the amount of the following named sums, monthly:

(a) A sum equal to one-twelfth (1-12) of two and one-half per cent ($2\frac{1}{2}\%$) per annum upon the cost of said joint section, which cost shall be determined in accordance with the provisions hereinabove in Section 8, of Article One set forth, and shall be fixed within three (3) months after the beginning of operation upon and over the joint section, set forth and embodied in an agreement in writing executed by the proper officers of the parties, thereto duly authorized, and attached to this Agreement and becoming, by this provision, a part of this Agreement.

(b) A sum equal to one-twelfth (1-12) of two and one-half per cent ($2\frac{1}{2}\%$) per annum from the time when expenditures for each thereof shall be made upon the cost of all additions and permanent improvements and betterments which the Valley Company shall make to and on said joint section, additional main tracks included, and upon the cost of all such changes in its permanent way, and upon the cost of such abutments, bridges, spurs, works and appliances of every name and nature, as the Valley Company may deem necessary to make, construct or furnish for the safe and convenient operation of said joint section, or as by law or ordinance properly applicable it may be required to make, construct or furnish thereto or thereon; Provided, however, that the Vancouver Company shall not be required to pay upon or in respect of any changes, additions or betterments to the joint section costing more than three thousand dollars (\$3,000), which have been made without its written consent having been given thereto, unless such change, addition or betterment shall have been made pursuant to an award upon arbitration as provided in Section 5 of Article Two hereof, or unless it shall have elected to use such change, addition, betterment or improvement or unless such change or addition or betterment be required by law or ordinance applicable thereto.

(c) A pro rata proportion of the cost incurred in maintaining, operating, renewing and replacing the roadbed, tracks, switches, depots, interlocking apparatus, crossovers

or crossings, water stations, bridges, culverts, cattle guards, fences, highways, streets, farm crossings, crossing signs and gates, signal posts, block signal systems, telegraph or telephone lines, and all other structures or appurtenances which may be required by law or which may in the opinion of the Valley Company be necessary for the safe and convenient operation of and pertaining to the operation of the joint section, the value of the rails and other material renewed or replaced to be credited, and like proportions of the cost of all insurance on structures thereon used by the Vancouver Company; of the cost of removing snow and ice from the roadbed; of all rates, taxes and assessments by the Government, municipal or otherwise (other than taxes upon earnings) charged against or payable upon or in respect of the joint section or any portion thereof, which shall have accrued during the term of use hereunder by the Vancouver Company; and of the entire salaries, wages and expense accounts of all employees engaged exclusively in the maintenance and operation of the joint section, and such fair part of the salaries, wages and expense accounts of all such employees as may be partially or occasionally engaged in maintenance and operation of the joint section, as may be agreed between the parties from time to time; each which proportion shall bear the same ratio to the total amount expended for such purposes as the number of miles run each month by engines and cars of the Vancouver Company over said joint section shall bear to the total number of miles run over said joint section or any part thereof during the same month by the engines and cars of both parties; an engine and tender being counted as two cars. Provided, however, that the Vancouver Company shall not be charged on account of the maintenance, operation, renewal or replacement of any telegraph or telephone lines not used in its business in the operation of the joint section; but shall be charged with the entire expense of maintaining, renewing and replacing any telegraph and telephone wires it may string for its own use, and a proportionate part of the cost of any renewals or replacements of the poles and fixtures on which the said last mentioned wires may be strung. And provided further, that if the cost of such maintenance, renewal and replacement of the joint section during any fiscal year shall exceed the sum of twenty-five hundred dollars (\$2,500.00) per mile for such year, such excess shall be divided equally between the then users of the joint section and an adjustment shall be made accordingly at the end of each fiscal year.

Section 2. The sums in paragraphs (a) and (b) of Section 1 agreed to be paid are based upon the joint use of the

joint section by the parties hereto only, and if another railway company or other railway companies be admitted by the Valley Company to the use of such joint section, or any part thereof, the Vancouver Company shall be entitled to equal benefit with the Valley Company from the revenue derived from the admission of such other company or companies. It being understood that in the event of the admission of another company or other companies to the use of said joint section the Vancouver Company shall not be obligated to pay a greater proportion of five per cent per annum upon the cost of said joint section and upon the costs in paragraph (b) of Section 1 hereinabove specified than one is to the entire number of parties using the joint section.

In determining whether or not a particular capital expenditure is or is not justified within this Agreement, the total or contemplated use of the joint section, or any part thereof, by all lines then using or about to use the same, shall be taken into consideration, but the Vancouver Company shall not be required to pay upon any capital expenditures which would not have been necessary except for the admission of other users to the joint section, unless it shall make use of the additions, betterments or improvements, for which such capital expenditure is made.

In the event that any company or companies shall use a portion only of the joint section, the joint section shall during such use, for the purpose of accounting, be divided into subsections conforming to the use which may be made thereof.

Section 3. In the event of another company or companies being allowed the use of any portion of the joint section separate accounts shall be kept in respect of all the various portions of the joint section used by some companies and not by others, and the pro rata proportion of operating expenses and the percentage on capital charges to be borne by each company using the joint section, or any part thereof, shall be based on the several portions so used by said several companies, the intention being that a company hereafter admitted using a portion of the joint section shall not be called upon to bear a part of the operating expenses or capital charges on portions thereof not used by such company.

Section 4. The Vancouver Company shall pay to the Valley Company at its offices in Montreal all the compensation and charges of every name and nature which in and by this Agreement the Vancouver Company is required to pay, in monthly instalments, on the first day of each month for the preceding month in respect of payments

required under paragraph (a) of Section 1 of this Article and within thirty (30) days after the rendition of proper bills therefor in respect of all other compensation and charges required to be paid hereunder. Bills shall be rendered monthly by the Valley Company as soon as may be after the last day of each month for which such compensation and charges shall have accrued and shall contain a detailed statement of the amount due on account of expenses incurred and services rendered during such month, and the Valley Company shall from time to time render necessary car mile statements to enable the amounts payable as aforesaid to be determined. Said statements shall be subject to verification and correction by the Vancouver Company. The books, records, vouchers, accounts and papers of the Valley Company touching or material to the cost of construction, improvements, betterments or additions to the joint section, or touching or material to the operating expenses, shall at all times be freely open to the examination of the Vancouver Company. The payment of bills rendered shall not be delayed for errors which are not serious and important, but bills shall be paid as rendered, notwithstanding any error of ordinary character likely to occur in railway accounts, subject to correction and adjustment of all such errors in subsequent bills. Bills not paid within thirty (30) days of the date when due shall bear interest at the rate of six per cent per annum until paid.

Section 5. The Valley Company shall keep all the station buildings and other insurable property at any time a part of the joint section at all times reasonably insured. In the event of any loss or damage to any of said station buildings or property, the insurance money recovered in respect thereof shall be applicable towards the rebuilding, replacement and repair of the damaged or destroyed property. In the event that at the time of or prior to the damage or destruction of any such building or property, it shall be unnecessary for the use of said joint section, and it shall not be desirable to rebuild, replace or repair the same, any insurance money collected in respect of such loss or damage shall be retained by the Valley Company, but shall be credited to the cost of any additions or betterments to the joint section on account of which the Vancouver Company's rental may have been increased, as herein provided, and such rental shall be decreased accordingly.

Section 6. In the event of the sale of any property now or hereafter forming a portion of the joint section, or being appurtenant thereto, the proceeds of such sale shall be retained by the Valley Company, but shall be credited to

capital account and the rental reduced accordingly. Any revenue derived from rental of any portion or portions of the joint section or for the use of the joint section or any portion thereof other than for purposes of transportation, shall be retained by the Valley Company, but for the purpose of this contract shall be deducted from the total of the operating expenses of the joint section for the month during which the same was received before the apportionment of such expenses under the terms of this contract.

Section 7. If the Vancouver Company should fail to make any payment when due which it is obliged by this contract to make, or fail in any other respect to perform the obligations on its part to be performed under this agreement, and such default shall continue for six months after notice in writing shall have been given by the Valley Company to the Vancouver Company of an intention to terminate the contract, the Valley Company may at its election declare this agreement terminated and may exclude the Vancouver Company from all use of the joint section. Provided, that failure to make any payment which is the subject of arbitration or litigation between the parties shall not, pending such arbitration or litigation, be deemed cause of forfeiture hereunder.

ARTICLE FOUR.

Section 1. The Valley Company shall make reasonable rules and regulations, such as are from time to time customary among railroads, for the operation of the joint section.

All rules, regulations and train schedules shall be equal, just and fair as between the parties hereto and shall not unjustly discriminate against either. The Vancouver Company shall have in every respect the same right and privilege in the transaction of its business that the Valley Company has as to its business.

All trains, engines and cars shall move over said joint section under and in accordance with the orders of the Managers, Superintendents, despatchers and other officers of the Valley Company having authority in that behalf in matters relating to the movement of trains, or in any other way affecting the safe and proper working of the joint section; and all conductors, enginemen, trainmen and other employees of the Vancouver Company connected with its trains, engines and cars, shall while upon the joint section be subject to the rules and regulations of the Valley Company and the orders of its said officers in respect of such movement. The parties hereto shall have and enjoy in all respects equal rights to the use of the joint section, and the

trains of the Vancouver Company shall in every respect be given by the officers, agents and employees in charge or control of or engaged upon the joint section equality of right, privilege and advantage with trains of a similar class of the Valley Company thereon; and shall equally have preference over trains of an inferior class belonging to either of the parties. All passenger trains shall be given preference over other trains and through trains shall be given preference over local trains. The main tracks of the joint section shall so far as practicable be at all times kept unobstructed for the use of both parties hereto.

Section 2. Joint schedules for the movement of engines, trains and cars over and upon the joint section shall be made from time to time by joint action of the proper officers of both parties hereto; said schedules shall as nearly as may be practicable afford an equality of right, privilege and advantage to trains of the same class operated by each party hereto and to trains of a superior class operated by either party a preference over trains of an inferior class operated by the other party. In the event of any dispute, or inability on the part of such officers to arrange and agree upon said schedule, or to arrange for or agree as to the speed of any trains in their movement over said joint section shall, if an agreement cannot otherwise be reached, be referred to and settled by arbitration in the manner hereinafter provided.

Section 3. The Valley Company shall be bound to use only reasonable and customary care, skill and diligence in maintaining and repairing the roadway, tracks, structures and appliances of and pertaining to the joint section. The Vancouver Company shall not by reason of any defect in the roadway, track, structures or appliances of the joint section, or by reason of the failure or neglect of the Valley Company to repair any such defect or by reason of the failure or neglect of any joint employee, as herein defined, to repair such defect, have or make against the Valley Company any claim or demand for any loss, damage, or injury whatsoever arising from such defect, neglect or failure; but in the event the Valley Company should fail to repair any defect within a reasonable time after the Vancouver Company shall have notified it, specifying the defect and requesting that it be repaired, then the Vancouver Company shall have the right to submit the question of the necessity of such repairs to the Board of Railway Commissioners for Canada, or its successors in jurisdiction and authority, and in case such Board or successor shall order the repairs to be made and the Valley Company shall still neglect or refuse to make the same, the Vancouver

Company shall have the right to make the necessary repairs at once, and the Valley Company shall and will pay to the Vancouver Company the cost thereof, but shall include and apportion the amount thereof in operating expenses, as provided by Article Three of this Agreement.

The Vancouver Company shall at all times require its officers and employees to give prompt notice to the Valley Company of any defect in the tracks, structures or appliances of the joint section which may come to the notice of such officers and employees, but in no case shall the Vancouver Company be liable in damages to the Valley Company, or to any person using the joint section for the failure of such officers or employees to give such notice.

Section 4. In the event any engines, trains or cars of the Vancouver Company shall be wrecked while being run and operated over and upon the joint section, the wreck shall be picked up at once and removed by the Valley Company, and the Vancouver Company, except as herein otherwise provided, shall pay to the Valley Company the whole cost and expense of such service.

Section 5. The Valley Company shall operate said joint section and shall employ all persons, except train crews and engine crews, for the Vancouver Company, necessary to carry on the business of both parties in connection with said joint section. The Valley Company shall require all of said employees to be neutral in the performance of their duties to both parties hereto, and to do the business of the Vancouver Company without discrimination. Such agents and employees shall not solicit business or recommend the routing thereof, but in all respects shall act with entire impartiality to the railways using the joint section. The Valley Company shall pay on its own rolls the total salaries of all such employees. When any of such employees are required to work over-time the expense of such over-time shall be assumed by the party hereto at whose instance and on whose behalf the work was performed. Upon the request in writing of the Vancouver Company, for good cause proven, the Valley Company will transfer any of said employees that are unsatisfactory to the Vancouver Company. It is expressly understood and agreed that this section is not intended to cover, and does not cover, employees engaged exclusively in the train service of either of the parties hereto, but any employee engaged in the service of either party upon or about trains, coal bunkers, or roundhouses shall be withdrawn from service on the joint section on the request in writing of the other party giving reasonable grounds for such withdrawal.

Section 6. All employees or agents collecting or receiving money, in so far as the custody of any moneys or revenues

or effects is concerned shall be deemed the sole and separate employees of the party for which they handle and receive the same and shall report and remit directly to it. Such party may bond them or require them to furnish bonds, and neither party hereto shall be liable to the other party hereto on account of the handling of money, revenue or effects by any of such employees, or on account of the embezzlement, theft or loss of such money, revenues or effects in any manner whatsoever.

Section 7. Except trainmen and enginemen, all employees of the Valley Company engaged in maintaining, repairing or operating the joint section, or in despatching, giving orders for or directing the movement of trains, cars or engines thereon, or in the performance of any other service for the common benefit of each of the parties using the joint section, shall as between the parties hereto, for the purposes of this agreement, be deemed while engaged in such work as joint employees of both parties hereto. Enginemen and trainmen of any work train engaged in maintaining and repairing said joint section shall likewise be deemed joint employees, but if any persons are engaged partly in the maintenance or operation of the joint section and partly in service not connected therewith, then and in such cases they shall be considered as joint employees only to the extent of their employment for the joint use and benefit of the parties hereto in connection with the joint section.

Section 8. Each party hereto assumes all risk of loss, damage, or injury which shall in any manner occur upon the joint section, or any part thereof, either to property of such party, or to property in its custody, or to its passengers, or to its employees or to third persons, or which the property covered by this agreement, or which the property of third persons shall suffer by reason of the movement of any engine, car or train of such party in all respects as if the said party had been in exclusive use and control of such joint section or part thereof, excepting only such loss, damage or injury as shall be caused by the sole negligence of the sole employees of the other party; and, excepting, only as aforesaid, each party agrees to save the other harmless from such loss, damage or injury and from all liability and claim therefor and from all consequent costs and expenses. Each party agrees to save the other party hereto harmless from loss, damage or injury caused by negligence of its own employees and from all liability and claim therefor, and from all consequent costs and expenses.

The parties hereto expressly covenant and agree that in case of a collision between their respective engines, cars or trains on said joint section, or of other train accident caused

by the negligence of enginemen or trainmen or of other sole employees, the party whose employees are alone at fault shall be solely responsible for and shall settle and pay for the entire loss and damage caused thereby, and shall so save the other party harmless therefrom; and in case any such collision or other such accident is caused by the fault of employees of both parties or by the fault of any joint employee or employees, or in case the cause of collision or other such accident is so concealed that it cannot be determined whose employee or employees were at fault, each party shall bear and pay all the loss, damage and injury which its own property or property in its custody, or its passengers or its employees, may have suffered in consequence thereof, and an equal share of all damage to property jointly used.

In the event that such loss, damage or injury shall be occasioned by the negligence of the joint employees not covered by some other provision of this agreement or shall be occasioned by the operation of engines, cars or trains in such way that it cannot be determined whose engines, cars or trains caused such injury, loss or damage, then all such loss, damage or injury to persons or property shall be charged to operating expenses and apportioned in accordance with the provisions of Article III of this agreement.

Each party hereto covenants and agrees that it will forever indemnify and save harmless the other party hereto, its successors and assigns from and against all claims, liabilities, or judgments by reason of any damage, the risk of which is herein assumed by such party, also from and against all claims, liabilities or judgments on account of any death, injury or damage to persons or property, the liability for which is herein assumed by such party. And such party agrees to pay, satisfy and discharge all costs, charges and expenses that may be incurred in any judgment that may be rendered by reason thereof.

Section 9. All claims or suits growing out of injury to or death of joint employees, or the loss of property of joint employees on said joint section shall be settled and paid in the first instance by the Valley Company. If the sole employees of the Valley Company are solely responsible for such injury, death or loss, no claim shall be made therefor against the Vancouver Company. If the sole employees of the Vancouver Company are solely responsible for such injury, death or loss, the Valley Company will make bill upon the Vancouver Company for the full amount paid in settlement of such suits, and the Vancouver Company shall pay to the Valley Company the amount of such bill or bills within thirty (30) days after the receipt thereof.

If such injury, death or loss is caused by the contributing negligence of the sole employees of both parties hereto, or by the sole negligence of joint employees, or by the negligence of joint employees combined with the negligence of the sole employees of either of the parties hereto, or in case the cause of the injury, death or loss cannot be determined, the Valley Company will include the amount paid in settlement of such suits or claims in the operating expenses and the same shall be apportioned and borne by the parties hereto in accordance with the provisions of Article Three. When in settling any claim it appears likely that the amount of the same will be ultimately charged to the Vancouver Company, the Valley Company shall before making any settlement give the Vancouver Company a reasonable opportunity to settle the same and such claim shall not be paid without the consent of the Vancouver Company.

Section 10. Neither party shall under any circumstances have any cause of action against the other for loss or damage of any kind caused by or resulting from interruption or delay to its business.

Section 11. In case a suit or suits be commenced by any person or persons, corporation or corporations against either party hereto, for or on account of any loss, damage or injury for which the other party is liable under the provisions of this agreement, or for which in the opinion of the company sued the other shall be ultimately liable, the party so sued shall give to the other party reasonable notice in writing of the pendency of such suit, and thereupon the other party shall assume the defence of such suit, and shall save and hold the party so sued harmless from all loss and costs by reason thereof. Neither party shall be concluded by any judgment against the other party unless it have reasonable notice that it will be required to defend and have reasonable opportunity to make such defense. When such notice and opportunity have been given the party notified shall be concluded by the judgment as to all matters that could have been litigated in such suit.

Section 12. The parties will settle, as between themselves, any claim for loss or damage according to the terms of this agreement, notwithstanding any judgment or decree of any court or other tribunal in a proceeding brought by third parties.

Section 13. The Valley Company shall, in the event that it admits other tenants to the use of the joint section, or any part thereof, on the terms and conditions permitted by this agreement, insert or cause to be inserted in any agreement admitting such other tenant or tenants and made binding upon such other tenant or tenants, the

provisions of this Article Four respecting joint employees and respecting liability for loss, damage, and injury for the benefit of the Vancouver Company when similar circumstances arise between the Vancouver Company and such other tenant or tenants. And such agreement with such other tenant or tenants shall be construed as if it were signed by all the railway companies at one time in the joint use of such joint section, or any part thereof.

ARTICLE FIVE.

Section 1. If at any time any question (other than those hereinbefore provided to be submitted to the Chief Engineer of the Board of Railway Commissioners for Canada) shall arise touching the construction of this contract or concerning any of the rights, obligations or covenants of either party, upon which question the parties cannot agree, such question shall be submitted for determination to the Board of Railway Commissioners for Canada, or its successors in jurisdiction, power and authority, and its decision thereon shall be binding, final and conclusive upon the parties hereto. In case for any reason such Board of Railway Commissioners for Canada, or its successors in jurisdiction, power and authority, shall decline to or shall not take jurisdiction to settle such controversy, then the same shall be submitted to the arbitrament of three disinterested persons familiar with such business and experienced in railway management, as follows, that is to say:

a. The party demanding such arbitration shall give to the other party notice of such demand, stating specifically the question to be submitted for decision, and nominating a person who has the required qualifications to act as one arbitrator. If at the expiration of fifteen (15) days from the receipt of such notice the party receiving it has not notified the party demanding arbitration of its nomination of a second arbitrator having like qualifications, the party requiring such arbitration may apply, on fifteen (15) clear days' notice to the other party, to a judge of any Superior Court of general jurisdiction and being a court of record of the Province of British Columbia, for the appointment of a second arbitrator; and in the event of the party to whom notice of arbitration is given not having appointed such second arbitrator before the application shall come on for hearing before such judge, such second arbitrator shall be appointed by such judge and shall thereupon be deemed an arbitrator within this clause as if appointed by the party to whom such notice was given. The two arbitrators so appointed as aforesaid shall select

a third, and the three arbitrators so appointed shall constitute the Board of Arbitration. In the event of the two arbitrators being unable to agree on such third arbitrator, either party may upon five (5) clear days' notice to the other apply to a judge as aforesaid for the appointment of such third arbitrator, and said judge shall upon such application appoint such third arbitrator, and when so appointed such three arbitrators shall constitute the board as aforesaid. The third arbitrator shall have the power to fix the time and place when and at which the arbitration shall be proceeded with, but in so doing shall give due consideration to the convenience of the parties and their witnesses.

b. Upon such board of arbitration being completed it shall proceed with due diligence to inquire into the question at issue as disclosed in said notice, and may take such evidence as it may deem reasonable, or either party may submit without, if the board or a majority thereof deem it advisable, requiring witnesses to be sworn, and may hear argument of counsel or others as in its opinion be desirable, and after all the parties interested have been heard shall proceed to make its award in the premises, which award shall be in writing, and which when signed by two or more arbitrators shall be final, binding and conclusive upon the parties hereto in respect to all matters so decided.

c. Immediately after any award each party shall make such changes in the conduct of its business or such payments or restitution, as the case may be, as are in and by such award required of it to be made.

d. The books and papers of both parties, so far as they relate to any matter submitted for arbitration, shall be open to the examination of the arbitrators.

e. Each party to the arbitration shall pay an equal proportion of the fees and expenses of the arbitration and all the fees and expenses of its own witnesses and counsel, and until the arbitrators shall make their award upon any question submitted to them the obligations and covenants under the terms of this agreement shall be continued to be performed in the manner and form existing prior to the arising of such question.

f. If either party shall refuse to keep and perform any award the other party may enforce the same by apt proceedings in any court of law or equity.

Section 2. In order to assure settlements which will bind all the companies at any time using the joint section in case other companies shall hereafter be admitted to the use of said joint section, or any portion thereof, the Valley Company will cause to be inserted in every contract admitting

ting any other railway company, clauses of arbitration similar to those in this article contained, and such arbitration clauses shall be construed as if signed by all the railway companies using the property.

If any question shall arise which affects the use of the property by more than two railway companies using the property, and it shall be necessary to submit to the arbitrament of a board other than the Board of Railway Commissioners for Canada, the notice of a demand for arbitration shall be given to each company interested, and each shall have the right and be obligated to name an arbitrator having the qualifications hereinbefore stated, or in the event of its failure so to do such arbitrator shall be selected upon the notice hereinbefore provided for by the judge aforesaid. The arbitrators so chosen, if an even number shall select one, if an odd number, two, arbitrators, having the qualifications hereinbefore stated to complete the board. In case of their failure to agree upon such additional arbitrators they shall be appointed by the judge aforesaid upon like notice, and in like manner, as hereinbefore provided. Such board shall proceed in the same manner as hereinbefore provided for arbitration where only two companies are interested, and its award or the award of a majority of the board shall be final, conclusive and binding upon the parties interested in such arbitration.

ARTICLE SIX.

Section 1. Subject to the limitations and restrictions herein contained, this Agreement shall attach to and run with the railways of the respective parties during the term hereof, and shall be binding upon and enure to the benefit of any railway company hereafter owning or operating either of such railways and the rights of the Vancouver Company acquired hereunder shall be deemed appurtenant to and running with its railway.

Section 2. The trains and engines of the Great Northern Railway Company and of any Company owned or controlled (through stock ownership or otherwise) by it or operated as part of the Great Northern Railway System and of any company or companies so owned or controlled or operated by the Vancouver Company shall be considered the trains, engines and cars of the Vancouver Company, and the Vancouver Company shall have the right to operate the same in its own name, and they shall be entitled to be operated by and in the name of either the Vancouver Company or Great Northern Railway Company over the joint section under the terms of this agreement. The trains and engines

of the Canadian Pacific Railway Company and of any company owned or controlled (through stock ownership or otherwise) by it or operated by it as part of the Canadian Pacific System, and of any Company or Companies so owned or controlled by the Valley Company shall be considered the trains, engines and cars of the Valley Company and the Valley Company shall have the right to operate the same in its own name, and they shall be entitled to be operated by and in the name of either the Valley Company or Canadian Pacific Railway Company over the joint section under the terms of this Agreement.

Section 3. The Vancouver Company shall not, except as a part of the sale, transfer or assignment of its railway in its entirety, assign or transfer any rights or interest under this Agreement or give or assume to give to any other company or person, any rights or interest in, upon or in respect of the joint section or any part thereof, nor shall the Vancouver Company, except to the extent in Section 2 of Article 6 provided, undertake to operate the traffic of any other Company over the said joint section under the cover of this agreement and any assignment or transfer or any instrument contrary to this clause shall be void and of no effect, it being expressly understood that the operating rights given to the Great Northern Railway Company as defined in Section 2 of Article 6 hereof, shall embrace and be confined and limited to Railway Companies now or hereafter forming a part of the Great Northern Railway System by whatever name the said system shall be known, provided, however, that the Vancouver Company shall have the right to assign or transfer its rights under this agreement as a part of the sale, transfer or assignment of its railway in its entirety.

Section 4. The Valley Company may admit another company or companies to the use of the joint section but such admission shall not be made on more favourable terms than those herein granted to the Vancouver Company, and the Vancouver Company shall be entitled to and shall have equal benefit with the Valley Company of all revenue derived from the admission of such other company or companies. The Valley Company shall cause such other company or companies which it may admit to enter into and execute an agreement for the use of the joint section or such portion thereof as such company or companies may use, similar in terms and conditions to this Agreement, and such Agreement, when so signed by such other Railway company or companies shall be construed as if it were signed by all of the Railway Companies at any one time in the joint use of the joint section or any part thereof.

Section 5. Nothing herein contained shall be taken as creating or increasing any right in any third person to recover by means of damages or otherwise against either of the parties hereto.

Section 6. This agreement shall become effective upon its execution, and the rentals payable hereunder shall commence on the first day of January, 1915, provided such joint section shall be completed and ready for operation on that date. If not so completed the rentals and payments hereunder shall commence when the same is fully completed and ready for operation. Provided, however, that the Vancouver Company, at its option, may enter upon the use of and operate that portion of the joint section between the headblock of the West switch at Otter Summit and Coquihalla Summit as soon as the same is completed, paying as rental for such use on the same basis as hereinbefore provided in Section 1 Article 3 in respect of the use of the whole joint section, and the cost of that portion of the joint section between the headblock of the West switch at Otter Summit and Coquihalla Summit shall be fixed within three months after the beginning of operation over such portion of the joint section, set forth and embodied in an agreement in writing executed by the proper officers of the parties, hereto duly authorized, and attached to this agreement and becoming, by this provision, a part of this agreement; and paying its proportion of operating expenses on the same basis as hereinbefore provided in respect of the operating expenses of the whole joint section in paragraph (c) of Section 1 of Article 3 above. The Vancouver Company may use and operate said portion of the joint section upon said terms until such time as it commences the use of the whole of the joint section.

Section 7. The Valley Company is hereby given the right to take trackage rights over the line of railway to be built by the Vancouver Company between a point opposite the headblock of the Valley Company's West switch at Princeton, marked "E" on Exhibit A, hereto attached and a point opposite the headblock of the West switch at Otter Summit, marked "A" on said Exhibit A, upon like terms and conditions as herein granted to the Vancouver Company in respect of the use of the joint section. And the Vancouver Company agrees to give to the Valley Company the right to such use upon such terms and conditions as herein granted to the Vancouver Company in respect of the use of the joint section, provided that the Valley Company shall exercise such option on or before July 15, 1916. The Vancouver Company undertakes and agrees that the said line from Princeton to Otter Summit shall be completed

pleted and open for traffic on or before the first day of January, 1915, or as soon thereafter as the same can with due diligence be completed.

Section 8. The Valley Company, or its nominee, (provided said nominee shall be the Canadian Pacific Railway Company or a Company owned directly or through stock ownership by the Valley Company or the Canadian Pacific Railway Company) is hereby given the right to take trackage rights over the line of railway now constructed and being operated by the Great Northern Railway Company from a point at or near Curlew to a point at or near Midway on the International Boundary upon like terms and conditions as herein granted to the Vancouver Company in respect of the use of the joint section. And the Vancouver Company agrees to obtain from the Great Northern Railway Company the right of the Valley Company, or its said nominee, to such use upon such terms and conditions, provided that the Valley Company or its said nominee shall exercise such option on or before the fifteenth day of July, 1916.

Section 9. In case the Board of Railway Commissioners for Canada, or any other lawful authority, shall make any order in respect to the joint section upon the parties hereto, or either of them, each of the parties hereto will co-operate with the other in the carrying out of such order, and each will so arrange its operation and business as to enable the other to comply with the terms of the order made.

Section 10. This agreement shall, subject to sooner determination thereof, as herein provided, continue in force for a period of twenty (20) years from the date hereof; provided, however, that the parties hereto will join in an application to the Parliament of Canada for the necessary legislation confirming and ratifying the same and making it effective during the period of nine hundred and ninety-nine years (999) from the date hereof, and when so ratified and confirmed this agreement shall be and continue in force for the said term of nine hundred and ninety-nine years from the date hereof. Each party hereto consents that such legislation shall be enacted, and agrees to take all necessary steps in obtaining the same, and each party shall pay one-half the expense in connection with such legislation.

Section 11. If at any time, in the opinion of the Chief Engineer of the Vancouver Company, the Valley Company is not proceeding with due diligence in the construction of the whole of the joint section, the Board of Railway Commissioners for Canada may, on the application of the Vancouver Company, make an order directing the Valley Company to take all such steps as in the opinion of the

Board may be necessary to insure due completion of the said joint section by the thirty-first day of December, 1914.

Section 12. If for any reason any covenant or agreement hereinbefore contained, not material to the right of the Vancouver Company to use the joint section, or any portion thereof, shall be adjudged void, such adjudication shall not affect the validity, application or performance of any other covenant or agreement which is in itself valid. No controversy as to the construction or validity of any covenant or agreement shall delay the performance of any other covenant or agreement. In the event of the failure in law of any covenant or agreement herein contained, such steps shall be taken or such other agreement or agreements shall be made as shall be advised by counsel to carry into effect the purposes and intents herein expressed.

Section 13. This agreement shall be binding upon and enure to the benefit of the successors and assigns of the parties hereto, but this provision is not to be construed as in any way extending the right of assignment granted to the Vancouver Company under Section 3 of Article 6 hereof.

IN WITNESS WHEREOF, said Kettle Valley Railway Company and the said Vancouver, Victoria and Eastern Railway and Navigation Company have caused this instrument to be executed by their proper officers and their corporate seals to be hereunto affixed and attested the day and year first hereinabove written.

In the presence of:	KETTLE VALLEY RAILWAY COMPANY. By
R. Osler.	James J. Warren, <i>President.</i>
	Attest
R. Osler.	Chas. B. Gordon, <i>Secretary.</i>
	VANCOUVER, VICTORIA AND EASTERN RAILWAY AND NAVIGATION COM- PANY.
Alban Bodine.	By
	C. R. Gray, <i>President.</i>
	Attest.
L. C. Gilman.	A. H. McNeil, <i>Secretary.</i>

The Canadian Pacific Railway Company, a Corporation organized and existing by virtue of the laws of the Dominion of Canada, for and in consideration of one dollar (\$1) to it in hand paid and for and in consideration of the covenants and agreements made in the foregoing contract by the Vancouver, Victoria and Eastern Railway and Navigation Company and for other valuable considerations to it moving, the receipt whereof is hereby acknowledged, does hereby guarantee to the said Vancouver, Victoria and Eastern Railway and Navigation Company, the performance by the Kettle Valley Railway Company of the foregoing contract and of each and every of the conditions, covenants and agreements therein contained on the part of the said Kettle Valley Railway Company.

IN WITNESS WHEREOF, the said Canadian Pacific Railway Company has caused this Instrument to be executed by its proper officers and its Corporate Seal to be hereunto affixed and attested this Nineteenth day of December, A.D. 1913.

In the presence of:

C. W. Brown,

CANADIAN PACIFIC RAILWAY COMPANY.

By

T. G. Shaughnessy,
President.

Attest:

H. C. Oswald,
Assistant Secretary.

The Great Northern Railway Company, a corporation organized and existing under and by virtue of the laws of the State of Minnesota, for and in consideration of the covenants and agreements made in the foregoing contract by the Kettle Valley Railway Company, and for other valuable considerations to it moving, the receipt whereof is hereby acknowledged, does hereby guarantee to the said Kettle Valley Railway Company the performance by the Vancouver, Victoria and Eastern Railway and Navigation Company of the foregoing contract and of each and every of the conditions, covenants and agreements therein contained on the part of the said Vancouver, Victoria and Eastern Railway and Navigation Company.

IN WITNESS WHEREOF the said Great Northern Railway Company has caused this instrument to be executed by its proper officers and its Corporate Seal to be hereunto affixed and attested this Twentieth day of November, A.D. 1913.

In the presence of:

Alban Bodine.

H. W. Kask.

GREAT NORTHERN RAILWAY COMPANY.

By

C. R. Gray,
President.

Attest:

F. L. Paetzold,
Assistant Secretary.

OTTAWA: Printed by JOSEPH DE LABROQUERIE TACHÉ, Law Printer
to the King's most Excellent Majesty.



4-5 GEORGE V.

CHAP. 93.

An Act respecting The Lachine, Jacques Cartier and Maisonneuve Railway Company.

[Assented to 3rd April, 1914.]

WHEREAS a petition has been presented praying that 1911, c. 104. it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The Lachine, Jacques Cartier and Maisonneuve Rail- Extension of way Company may within two years after the passing of time. this Act, proceed with the construction of its railway, and expend thereon such sum as with that already expended shall be equivalent to fifteen per cent of the amount of the capital stock of the said company, and may within three years after the passing of this Act, complete the said railway and put it in operation, and if within the said periods respectively, the construction of the said railway is not proceeded with and such expenditure is not so made, or the said railway is not so completed and put in operation, the powers of construction conferred upon the said Company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted.

2. Section 2 of chapter 104 of the statutes of 1911 is 1911, c. 104 amended. repealed.

3. The Company shall not construct or operate its rail- Consent of way along any highway, street or other public place without municipalities. first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over the said highway, street or other public place, and upon terms to be agreed on with such municipality.



4-5 GEORGE V.

CHAP. 94.

An Act respecting The Lake Erie and Northern Railway Company.

[Assented to 3rd April, 1914.]

WHEREAS a petition has been presented praying that ^{1911, c. 106.} it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada enacts as follows:—

1. Section 10 of chapter 106 of the statutes of 1911 ^{1911, c. 106,} incorporating The Lake Erie and Northern Railway Company ^{s. 10 amended} is amended by striking out the words "thirty thousand" and substituting therefor the words "forty-five thousand."

2. In addition to the securities which The Lake Erie ^{Borrowing.} and Northern Railway Company is authorized to issue, by section 10 of chapter 106 of the statutes of 1911, as amended by section 1 of this Act, the directors if previously authorized, as prescribed by section 136 of the *Railway Act*, may from time to time borrow moneys for the acquisition, construction, extension or development of any such properties, assets or works, other than the railway as the said Company is authorized to acquire, construct or operate; and to provide for the repayment of moneys so borrowed may issue bonds, debentures, debenture stock, perpetual or terminable or other securities; but such bonds, debentures, debenture stock or other securities shall not exceed in amount the value of the properties, assets or works in respect whereof the issue is made.

3. The Company shall not exercise the extended powers ^{Release of municipalities from agreements which} authorized by this Act unless and until every municipality

ments with
Company.

which has heretofore agreed to advance any money to the said Company, or to purchase any bonds or other securities issued by the Company has been released from such agreement by the Company.

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to the King's most Excellent Majesty.



4-5 GEORGE V.

CHAP. 95.

An Act respecting The London and Lake Erie Railway and Transportation Company.

[Assented to 27th May, 1914.]

WHEREAS a petition has been presented praying that it 1910, c. 120. be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Section 9 of chapter 120 of the statutes of 1910, 1910, c. 120 intituled “An Act to incorporate the London and Lake Erie ^{amended.} Railway and Transportation Company” is hereby amended by adding thereto the following words:—

“And in the township of Yarmouth, in the county of Elgin, from a point at or near the village of Union in the said township to a point at the village of Sparta in the said township, and from a point at the city of St. Thomas in the county of Elgin, through the townships of Yarmouth and Malahide to and through the town of Aylmer and thence through the townships of Malahide and Bayham to a point at the village of Port Burwell in the county of Elgin.” ^{Addition to s. 9.}

2. The said Company may, within two years after the Extension of time. passing of this Act, commence the construction of the railway authorized by its said Act of incorporation and by this Act and may, within five years after the passing of this Act, complete the said railway and put it in operation; and if within the said periods respectively the said railway is not commenced or is not completed and put in operation, the powers of construction conferred upon the said Company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted.

New s. 13.

3. Section 13 of the said Act is hereby repealed and the following is substituted therefor:—

Securities.

"13. The securities issued by the said Company in respect of its railway shall not exceed thirty thousand dollars per mile of its railway, and may be issued only in proportion to the length of railway constructed or under contract to be constructed."

Section 14
amended.

4. Section 14 of the said Act is amended by inserting after the word "acquire" on line 3 thereof the words "but not by expropriation," and by striking out the words "authorized to be" on line 5 thereof.

Section 15
amended.

5. Section 15 of the said Act is amended by inserting after the word "Act" on line 1 thereof the words "or in the *Telegraphs Act.*"

OTTAWA: Printed by JOSEPH DE LABROQUERIE TACHÉ, Law Printer
to the King's most Excellent Majesty.



4-5 GEORGE V.

CHAP. 96.

An Act respecting The London and Port Stanley Railway Company.

[Assented to 27th May, 1914.]

WHEREAS The London and Port Stanley Railway 1883, c. 59;
1893, cc. 44,
1894, c. 76;
1903, c. 145. Company has by its petition prayed that it be 51; enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

- 1.** The lease and agreement bearing date the twenty-eighth day of November, one thousand nine hundred and thirteen, between The London and Port Stanley Railway Company and the corporation of the city of London, hereinafter called "the Corporation," a true copy whereof is set forth in the schedule to this Act, is hereby confirmed and declared to be binding upon the parties thereto, according to the terms thereof.
- 2.** The Corporation may make, complete, equip, operate, alter, maintain and manage the railway of The London and Port Stanley Railway Company with one or more sets of rails or tracks to be worked by the force and power of electricity or steam, during the term of the said lease, and under and subject to the provisions thereof as fully and effectually as the said The London and Port Stanley Railway Company might do.

- 3.** The Corporation may, at any time, make and enter into any agreement or arrangement, not inconsistent with the provisions of the *Railway Act*, or this Act, with any railway or other company, either in Canada or elsewhere, for the interchange of traffic between their railways or vessels, and for the division and apportionment of tolls in respect of such traffic.

Trains, tolls,
joint com-
mittees, etc.

2. The Corporation may also make and enter into any agreement or arrangements, not inconsistent with the provisions of the *Railway Act*, or this Act, for any term not exceeding twenty-one years,—

- (a) for the running of the trains of one corporation or company over the tracks of another corporation or company;
- (b) for the division and apportionment of tolls in respect of such traffic;
- (c) generally in relation to the management and working of the railways, or any of them, or any part thereof, and of any railway or railways in connection therewith; and,
- (d) to provide, either by proxy or otherwise, for the appointment of a joint committee for the better carrying into effect of any such agreement or arrangement, with such powers and functions as are considered necessary or expedient;

Conditions.

subject to the sanction of the Governor in Council upon the recommendation of the Board of Railway Commissioners for Canada, application, notices and filing as by the *Railway Act* provided with respect to amalgamation agreements: Provided that publication of notices in *The Canada Gazette* shall be sufficient notice, and that the duplicate original of such agreement or arrangement shall, upon being sanctioned, be filed with the said Board.

Provoso.
Board may
exempt from
conditions.

3. The said Board may, notwithstanding anything in this section, by order or regulation, exempt the Corporation from complying with any of the foregoing conditions, with respect to any such agreement or arrangement made or entered into by the Corporation for the transaction of the usual and ordinary business of the Corporation.

Saving.

4. Neither the making of any such arrangement or agreement, nor anything therein contained, nor any approval thereof, shall restrict, limit, or affect any power by the *Railway Act* vested in the said Board, or relieve the Corporation or companies from complying with the provisions of the *Railway Act*.

Vessels,
docks,
wharfs, etc.

4. The Corporation may, for the purposes of its undertaking, construct, acquire and navigate steam and other vessels for the conveyance of passengers, goods and merchandise to and from the city of Cleveland, in the state of Ohio, one of the United States, and other places, and construct, acquire, lease and dispose of wharfs, docks, elevators, warehouses, offices and other structures to be used to facilitate the carrying on of business in connection therewith, and may carry on the business of warehousemen

and wharfingers; and charge wharfage and other dues for the use of any such property.

5. The commission constituted by the council of the Corporation by by-law numbered four thousand four hundred and seventy-six, passed on the twenty-eighth day of November, one thousand nine hundred and thirteen, and known as The London Railway Commission, shall have the whole management and control of the making, completion, equipment, operation, alteration and maintenance of the said The London and Port Stanley Railway for, and as the agents of, the Corporation.

6. The said commission shall be a body corporate, and shall be composed of five members, of whom the mayor of the city of London for the time being shall be *ex officio* one, and the said commissioners shall have all the powers necessary to enable them to make, complete, equip, operate, alter, maintain and manage the said railway.

7. The four commissioners appointed by the council of the Corporation by by-law numbered four thousand four hundred and ninety-six, shall continue in office until their successors are appointed. At the first meeting of the council of the Corporation in the second year after the passing of the said by-law, and thereafter, two commissioners shall be appointed annually by the council of the Corporation, and shall continue in office for two years.

2. Vacancies arising from death, resignation, removal from the city of London or otherwise, shall be filled forthwith by the council of the Corporation, and the commissioner appointed to fill the vacancy shall hold office for the unexpired term of the commissioner whose place has become vacant.

8. Notwithstanding anything contained in this Act or in the schedule hereto the provisions of the *Railway Act*, where not inconsistent with this Act, shall apply to the Corporation, the said undertaking and the said railway, and the Corporation shall have and may exercise all the powers conferred by the *Railway Act*, or any other Act.

9. Whenever by the provisions of this Act, or of the *Railway Act*, or of any other Act, the Corporation is given any power or authority or charged with any duty with regard to the said railway, such power, authority or duty may or shall be exercised by The London Railway Commission in the same manner and to the same extent

London
Railway
Commission
as agents.

Composition
and powers of
commission.

Appointment
of commis-
sioners.

Vacancies.

R.S., c. 37
to apply.

Powers as
lessees.

as if The London Railway Commission were the lessees of the said railway.

SCHEDEULE.

This indenture made the twenty-eighth day of November, A.D., one thousand nine hundred and thirteen, between The London and Port Stanley Railway Company, of the first part, and The Corporation of the City of London, of the second part; whereas the parties of the second part have agreed to work The London and Port Stanley Railway, its plant and appurtenances, upon the terms and conditions hereinafter set forth; now this indenture witnesseth:—

1. The London and Port Stanley Railway Company hereby give, subject to all the rents, conditions, provisos and agreements hereinafter mentioned, the use, occupation and possession of the line of railway between London and Port Stanley, and such of their appurtenances thereto as are the property of and in the possession of the said parties of the first part, or of their lessees, to the parties of the second part, for the period of ninety-nine years from the first day of January, A.D., one thousand nine hundred and fourteen, so that the same shall be worked by the said parties of the second part and all the receipts and earnings shall be collected by the said parties of the second part for their own use and benefit.

2. The said parties of the second part shall, within _____ from the date hereof, erect all necessary poles and wires, electric appliances and other construction for the completion and operation of the railway by electricity on the trolley system, and shall be at liberty to operate the said railway by means of electricity as the motive power during the said term, and shall, after the completion of the said work, well and sufficiently at all times during the said term of ninety-nine years, repair, maintain, amend and keep the same, and every part thereof, in good and substantial repair, and all fixtures and things thereto belonging, or which at any time during the said term shall be erected, put or made, when, where and so often as need shall be.

3. The cost of the necessary poles and wires, electric appliances and other construction for the completion and operation of the said railway on the trolley system, and of the erection and construction of the same shall, in the first place, be paid by the said parties of the second part, who shall be reimbursed by the said parties of the first part the amount expended by the said parties of the second part for the purposes aforesaid, at the expiration or other sooner determination of the said term of ninety-nine years, and

the amount of the said cost until paid shall be and remain a lien and charge upon the said railway and the franchise, tolls, revenues and other property of the said parties of the first part now owned or possessed or hereafter owned or possessed by the said parties of the first part.

4. The said parties of the second part shall, at the expiration, or other sooner determination of the said term of ninety-nine years, peaceably surrender and yield up unto The London and Port Stanley Railway Company, their successors or assigns, the said London and Port Stanley Railway, its property, appurtenances and effects, together with all buildings, erections and fixtures thereon, in good and substantial repair and condition.

5. The parties of the second part shall pay to the parties of the first part, their successors or assigns, the clear yearly rent or sum of twenty thousand dollars, during the first ten years of the said term, by equal half yearly payments of ten thousand dollars each, on the first days of July and January in each year during the said first ten years of the said term; the clear yearly rent or sum of twenty-five thousand dollars during the next twenty years of the said term, by equal half yearly payments of twelve thousand five hundred dollars each, on the first days of July and January in each year during the said next twenty years of the said term; the clear yearly rent or sum of thirty thousand dollars, during the next twenty years of the said term, by equal half yearly payments of fifteen thousand dollars each, on the first days of July and January in each year during the said next twenty years of the said term; the clear yearly rent or sum of forty thousand dollars during the next twenty years of the said term, by equal half yearly payments of twenty thousand dollars each, on the first days of July and January in each year during the said next twenty years of the said term, and the clear yearly rent or sum of fifty thousand dollars during the remaining twenty-nine years of the said term, by equal half yearly payments of twenty-five thousand dollars each, on the first days of July and January in each year during the said twenty-nine years of the said term.

6. The parties of the second part shall pay all taxes, rates, duties and assessments whatsoever, whether municipal, parliamentary or otherwise, or which may or shall during the term aforesaid, be charged upon the said The London and Port Stanley Railway or its appurtenances, or upon the said parties of the first part on account thereof, or on account of any of its property.

7. That semi-weekly excursion trains from London to Port Stanley and return on same day will be run in each week from the fifteenth day of May to the fifteenth day of

September, in each year during the said term of ninety-nine years by the said parties of the second part. The fare from London to Port Stanley and back on such trains shall not exceed thirty cents current funds for each person, and such fare shall entitle the passengers to be carried to the termini at the beach south of the present picnic grounds at Port Stanley.

8. The said parties of the second part further covenant with the said parties of the first part that, during the continuance of the said term of ninety-nine years, the said parties of the second part will sell commutation tickets, not transferable, good for twenty-six single trips between London and Port Stanley, and vice versa, to be used within three months from the date of issue, and good for the members of a family and their servants, to such parties as may desire to purchase the same, at a cost not to exceed thirty-five cents per trip, and will also sell fifty-two trip commutation tickets, not transferable, good for fifty-two single trips between London and Port Stanley, and vice versa, to be used within three months from date of issue, and good for the members of a family and their servants, at a cost not to exceed twenty-five cents per trip. The members of a family and servants not to exceed six persons, who may be named in the ticket.

9. It is hereby agreed by and between the parties hereto that it shall be lawful for the said parties of the first part and their successors and all persons authorized by them, at any reasonable times during the said term, upon seven days' notice being given to the said parties of the second part, of their intention so to do, by being mailed in a registered letter posted at the post office in the said city of London addressed to the said parties of the second part at London aforesaid, to enter the said demised premises, or any part thereof, to examine the conditions of the same, and that the said parties of the second part will furnish to the said parties of the first part, for the purposes aforesaid, on demand, a hand car and the necessary employees to man the same; the expense thereof to be paid by the said parties of the first part.

10. The said parties of the second part further covenant with the said parties of the first part that their headquarters and offices for the working of the said The London and Port Stanley Railway shall, during the said term of ninety-nine years, be and continue in the said city of London, and that as many employees of the said parties of the second part as can consistently with the proper working of the said railway be located at and reside in the said city of London, shall be located at and reside in the said city.

11. The said parties of the second part covenant with the said parties of the first part, that they will on demand, from time to time, pay as additional rent to the said parties of the first part all insurance premiums which the said parties of the first part may or shall, during the continuance of the said term, pay for insuring and keeping insured the passenger stations, round-houses and freight sheds which are now or may or shall, during the said term, be erected on the property of the said parties of the first part.

12. Provided always, and it is hereby expressly agreed, that if the rent hereby reserved, or any part thereof, shall be unpaid for thirty days after any of the days on which the same ought to have been paid, although no formal demand shall have been made therefor, or in case of the breach or non-performance of any of the covenants or agreements herein contained on the part of the said parties of the second part, their successors or assigns, then and in any of such cases, it shall be lawful for the said parties of the first part into and upon the said railway, or any part thereof, in the name of the whole, to re-enter and the same to have, acquire, re-possess and enjoy as of their former estate, anything herein contained to the contrary notwithstanding.

13. The said parties of the first part covenant with the said parties of the second part, their successors and assigns, that they, paying the rent hereby reserved and observing and performing the covenants and conditions herein contained and on their part to be observed and performed, shall and may peaceably possess and enjoy the said demised premises for the term hereby granted without any interruption or disturbance from the said parties of the first part, their successors or assigns, or any other person or persons lawfully claiming by, from or under them or any of them.

14. Throughout this indenture the mention of the "said parties" is intended to include their successors and assigns unless such meaning is inconsistent with the context.

In witness whereof the parties of the first part have caused to be affixed their Corporate Seal, and their President has set his hand, and the parties of the second part have

caused to be affixed their Corporate Seal, and the Mayor has set his hand, the day and year first above written.

Signed, sealed and delivered, | (Sd) C. M. R. Graham,
in the presence of, Pres. L.P.S.R.

(Sd) S. Baker,
Clerk.

(Sd) C. M. R. Graham,
Pres. L.P.S.R.

Corporate
Seal of
L.P.S.R.

(Sd) S. Baker,
Clerk.

(Sd) C. M. R. Graham,
Mayor.

Corporate
Seal of City
of London.

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to the King's most Excellent Majesty.



4-5 GEORGE V.

CHAP. 97.

An Act respecting The Manitoba and North Western Railway Company of Canada.

[Assented to 27th May, 1914.]

WHEREAS a petition has been presented praying that it 1893, c. 52;
be enacted as hereinafter set forth, and it is expedient 1902, c. 71;
to grant the prayer of the said petition: Therefore His 1904, c. 94;
Majesty, by and with the advice and consent of the Senate 1907, c. 104;
and House of Commons of Canada, enacts as follows:— 1908, c. 126;
1909, c. 102; 1910, c. 121;
1912, c. 115.

1. The Manitoba and North Western Railway Company Extension
of Canada may within one year after the passing of this
Act commence to construct any of the lines of railway which
it was authorized to construct by section 1 of chapter 126
of the statutes of 1908, by section 1 of chapter 121 of the
statutes of 1910, and by section 1 of chapter 115 of the
statutes of 1912, and may within three years after the passing
of this Act complete any of the said lines of railway, and if
within the said periods respectively any such line is not so
commenced or is not so completed and put in operation the
powers of construction conferred upon the said Company by
Parliament shall cease and be null and void as respects so
much of that line of railway as then remains uncompleted.

2. Subsection 2 of section 1 and section 2 of chapter 115 1912, c. 115
of the statutes of 1912 are repealed. amended.

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4 - 5 GEORGE V.

CHAP. 98.

An Act respecting The Montreal and Lake Victoria Railway Company.

[Assented to 27th May, 1914.]

WHEREAS The Montreal and Lake Victoria Railway 1912, c. 122. Company has, by its petition, prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The Montreal and Lake Victoria Railway Company Extension of time. may, within two years after the passing of this Act, commence the construction of its railway and expend fifteen per cent of the amount of its capital stock thereon, and may, within five years after the passing of this Act, complete the said railway and put it in operation; and if, within the said periods respectively, the said railway is not commenced and such expenditure is not so made, or the said railway is not completed and put in operation, the powers of construction conferred upon the said Company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted.

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4-5 GEORGE V.

CHAP. 99.

An Act respecting The North Shore Power, Railway and Navigation Company, and to change the name thereof to "Gulf Pulp and Paper Company."

[Assented to 12th. June, 1914.]

WHEREAS The North Shore Power, Railway and Navigation Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The name of The North Shore Power, Railway and Navigation Company, incorporated by chapter 85 of the statutes of 1902 and hereinafter called "the Company," is hereby changed to "Gulf Pulp and Paper Company"; but such change in name shall not in any way impair, alter or affect the rights or liabilities of the Company, nor in any way affect any suit or proceeding now pending, or judgment existing, either by, or in favour of, or against the Company, which, notwithstanding such change in the name of the Company, may be prosecuted, continued, completed and enforced as if this Act had not been passed.

2. Subject to and together with such legislative, governmental, municipal or other authority, concession, license or consent, as is necessary, the Company may, without the limits of the Dominion of Canada, erect, acquire and operate saw-mills and factories of all kinds, grist-mills, flour-mills, woollen-mills, cotton-mills, paper-mills, and elevators, and buy, deal in and dispose of the products of the said mills and factories in any form, and acquire materials of all kinds necessary for the manufacture of such products and otherwise carry on the business, undertakings and objects

Authority to
carry on
business
outside of
Canada.

objects of the Company as empowered by its said Act of incorporation; and for all or any of the purposes aforesaid the Company may enter into and carry out such contracts, concessions and agreements as it thinks necessary.

1902, c. 85,
s. 6 amended.

3. Subsection (c) of section 6 of chapter 85 of the statutes of 1902 is hereby amended by adding thereto the following:—

Electric
power subject
to provincial
laws.

“Provided always that the rights, powers and privileges hereby conferred upon the Company to distribute, sell and dispose of electrical energy for light, heat and power, when exercised outside the property of the Company, shall be subject to all provincial and municipal laws and regulations in that behalf; and provided also that in any province where there is no provincial authority to regulate the rates and charges for light, heat and power, such rates and charges shall be subject to the approval of the Board of Railway Commissioners for Canada, which may revise the same from time to time; and provided further that nothing in this subsection shall authorize the Company to construct or operate any lines for the purpose of distributing electricity for lighting, heating or motor purposes, or disposing of surplus power generated by the Company’s works and not required for the undertaking of the Company, upon, along or across any highway or public place, without first obtaining the consent expressed by by-law of the municipality having jurisdiction over such highway or public place, pursuant to any provincial laws relating to the passing of such by-laws, and upon terms to be agreed on with such municipality.”

Approval of
Railway
Board.

Consent of
municipal
ities.

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4-5 GEORGE V.

CHAP. 100.

An Act respecting The Northern Territorial Railway Company.

[Assented to 27th May, 1914.]

WHEREAS a petition has been presented praying that it ^{1912, c. 125.} be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The Northern Territorial Railway Company may, ^{Extension of time.} commence the construction of its railway and expend fifteen per cent of the amount of its capital thereon, and may, within five years after the passing of this Act, complete the said railway and put it in operation; and if, within the said periods respectively, the said railway is not commenced and such expenditure is not made, or if the said railway is not finished and put in operation, the powers of construction conferred upon the said Company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted.

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4-5 GEORGE V.

CHAP. 101.

An Act respecting The Ottawa, Northern and Western Railway Company.

[Assented to 3rd April, 1914.]

WHEREAS a petition has been presented praying
that it be enacted as hereinafter set forth, and it
is expedient to grant the prayer of the said petition: There-
fore His Majesty, by and with the advice and consent of
the Senate and House of Commons of Canada, enacts
as follows:—

1901, c. 80;
1902, c. 89;
1903, c. 173;
1905, c. 142;
1909, c. 118;
1910, c. 143;
1911, c. 125;
1912, c. 132;
1913, c. 170.

1. The Ottawa, Northern and Western Railway Company Extension of time. may within two years after the passing of this Act, commence the construction of any of the railways, extensions and branches authorized to be constructed by section 1 of chapter 84 of the statutes of 1899, and by section 1 of chapter 72 of the statutes of 1900, and shall, within the said two years, expend thereon (including expenditure already made) an amount equal to fifteen per cent of its capital stock; and may complete any of the said railways, extensions and branches and put them in operation within five years after the passing of this Act; and if any of the said railways, extensions or branches is not so commenced and such expenditure is not so made, or is not so completed and put in operation, within the said periods respectively, the powers of construction conferred upon the said Company by Parliament shall cease and be null and void as respects so much of such railway, extension or branch as then remains uncompleted.

2. Chapter 132 of the statutes of 1912 is repealed.

Repeal.

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4-5 GEORGE V.

CHAP. 102.

An Act respecting The Ottawa and Ungava Railway Company.

[Assented to 3rd April, 1914.]

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The Ottawa and Ungava Railway Company, herein-after called "the Company," may for the purpose of its undertaking, construct, maintain and operate the following additional branch lines, viz.: Eastward, from a point on the main line north of the 49th circle of latitude, by the most feasible route and crossing the Ashwampuchuan, Mistassini, Peribonka, Bersimis, Outarde, Manicuagan, Pentecôte, Ste. Marguerite, Moisie, Romaine and Natashwan rivers, to Lake Melville or to a point on the boundary between the province of Quebec and Labrador in the vicinity of St. Lewis Inlet or of St. Charles river.

2. The Company may commence the construction of the lines of railway authorized by chapter 102 of the statutes of 1910, and by section 1 of this Act, and expend fifteen per cent of the amount of its capital stock thereon, within two years after the passing of this Act, and may complete the said railways and put them in operation within five years after the passing of this Act; and if the said railways are not so commenced and such expenditure is not so made, or if the said railways are not so completed and put in operation within the said periods, respectively, the powers of construction conferred upon the Company

Branch lines authorized.

Extension of time.

by Parliament shall cease and be null and void as respects so much of the said railways as then remains uncompleted.

1912, c. 94,
s. 2 repealed. **3.** Section 2 of chapter 94 of the statutes of 1912 is repealed.

Securities. **4.** The securities issued by the Company on the lines of railway authorized by this Act, shall not exceed fifty thousand dollars per mile of the said lines, and may be issued only in proportion to the length of railway constructed or under contract to be constructed.

1910, c. 102
amended. **5.** Section 10 of chapter 102 of the statutes of 1910 incorporating the Company is amended by adding thereto: "or to sell, dispose of or distribute power or energy within or for use within the limits of any municipality without the consent expressed by by-law of such municipality."

Electric
power. **6.** The Company shall not construct or operate its railway along any highway, street or other public place without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway, street or other public place, and upon the terms to be agreed upon with such municipality.

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4 - 5 GEORGE V.

CHAP. 103.

An Act respecting The Pacific, Trans-Canada and Hudson Bay Railway Company.

[Assented to 27th May, 1914.]

WHEREAS a petition has been presented praying that ^{1912, c. 134.} it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The Pacific, Trans-Canada and Hudson Bay Rail- ^{Extension of time.} way Company may, within two years after the passing of this Act, commence the construction of its railway and expend fifteen per cent of the amount of its capital stock thereon, and may, within five years after the passing of this Act, complete the said railway and put it in operation; and if, within the said periods respectively, the said railway is not commenced and such expenditure is not so made, or the said railway is not completed and put in operation, the powers of construction conferred upon the said Company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted.

2. Section 8 of chapter 134 of the statutes of 1912 is ^{1912, c. 134,} amended by striking out the words "at or near" in the fifth line of the said section.

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4-5 GEORGE V.

CHAP. 104.

An Act respecting The Prince Edward and Hastings Railway Company.

[Assented to 27th May, 1914.]

WHEREAS a petition has been presented praying that it ^{1912, c. 137.} be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The Prince Edward and Hastings Railway Company ^{Extension of time.} may commence the construction of the lines of railway which it is authorized to construct and expend fifteen per cent of the amount of its capital stock thereon within two years after the passing of this Act and may complete the said lines of railway and put them into operation within five years after the passing of this Act; and if the said lines of railway are not commenced and such expenditure is not so made or the said lines of railway are not completed and put into operation within the said periods respectively the powers of construction conferred upon the said Company by Parliament shall cease and be null and void as respects so much of the said lines of railway as then remains uncompleted.

2. The Company may in addition to the lines authorized by chapter 137 of the statutes of 1912, lay out, construct and operate a railway of the gauge of four feet eight and one-half inches from Brighton, in the county of Northumberland, by the most feasible route, to Picton, in the county of Prince Edward, and thence in an easterly direction by the most feasible route to Kingston, in the county of Frontenac. ^{New line authorized.}

Securities.

3. The securities issued by the Company in respect of the line authorized by section 2 of this Act shall not exceed thirty thousand dollars per mile of its railway in the case of a single track railway, with an additional amount of ten thousand dollars per mile of double track; and such securities may be issued only in proportion to the length of railway constructed or under contract to be constructed.

Bridges.

4. The Company may, subject to the provisions of the *Railway Act*, and subject also to the orders of the Board of Railway Commissioners for Canada, construct or arrange any of its railway bridges for the use of foot passengers and vehicles; and in such cases the tolls to be charged for the passage of foot passengers and vehicles shall, before being imposed, be first submitted to and approved of, and may be revised, by the said Board, but the Company may, at any time, reduce such tolls and a notice showing the tolls authorized to be charged on any such bridge shall, at all times, be posted up in a conspicuous place on the bridge.

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4-5 GEORGE V.

CHAP. 105.

An Act respecting The Quinze and Blanche River Railway Company.

[Assented to 3rd April, 1914.]

WHEREAS a petition has been presented praying that it ^{1907, c. 123;} be enacted as hereinafter set forth, and it is expedient ^{1909, c. 127.} to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The Quinze and Blanche River Railway Company ^{Extension of time.} may commence to construct the unconstructed portion of the railway authorized by section 8 of chapter 123 of the statutes of 1907 within two years after the passing of this Act, and may complete the said railway and put it in operation within five years after the passing of this Act; and if, within the said periods respectively, the said unconstructed portion of the said railway is not so completed and put in operation, the powers of construction conferred upon the said Company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted.

2. In so far as the Company has the right to acquire electric or other power or energy which may be transmitted and delivered to any place in the municipalities through which the railway or works have been constructed, and to receive, transform, transmit, distribute and supply such electric power or energy in any form and to dispose of the surplus thereof and to collect rates and charges therefor, the Company may, subject to the provisions of section 247 of the *Railway Act*, continue to so acquire such electric power or energy, but not by expropriation; but no such rate or charge shall be demanded or taken for such electric power.

power or energy until the same has been approved of by the Board of Railway Commissioners for Canada, which may also revise such rates and charges.

C. 123
amended.

Consent of
municipali-
ties for
lines upon
highways,
etc.

3. Sections 14 and 15 of the said chapter 123 are repealed and the following section substituted therefor:—

"14. Nothing in this Act or in the *Telegraphs Act* shall authorize the Company to construct or operate any telegraph or telephone lines, or any lines for the purpose of distributing electricity for lighting, heating or motor purposes, or disposing of surplus power generated by the Company's works and not required for the undertaking of the Company, upon, along or across any highway or public place, without first obtaining the consent expressed by by-law of the municipality having jurisdiction over such highway or public place, and upon terms to be agreed on with such municipality, or to sell, dispose of or distribute power or energy within or for use within the limits of any municipality, without the consent, expressed by by-law, of such municipality."

Consent of
municipal-
ties.

4. The Company shall not construct or operate its railway along any highway, street or other public place without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway, street or other public place, and upon terms to be agreed upon with such municipality.

Repeal.

5. Chapter 127 of the statutes of 1909 is repealed.

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4-5 GEORGE V.

CHAP. 106.

An Act respecting The Rainy River Radial Railway Company.

[Assented to 27th May, 1914.]

WHEREAS a petition has been presented praying that it ^{1910, c. 152;} _{1912, c. 141.} be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The Rainy River Radial Railway Company may, ^{Extension of time.} commence the construction of its railway and expend fifteen per cent of the amount of its capital stock thereon, and may, within five years after the passing of this Act, complete the said railway and put it in operation; and if, within the said periods respectively, the said railway is not commenced and such expenditure is not so made, or the said railway is not completed and put in operation, the powers of construction conferred upon the said Company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted.

2. Chapter 141 of the statutes of 1912 is hereby repealed. Repeal.

3. The Company shall not construct or operate its railway ^{Consent of municipalities.} along any highway, street or other public place without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway, street or other public place, and upon terms to be agreed on with such municipality.



4 - 5 GEORGE V.

CHAP. 107.

An Act respecting The Saskatchewan Central Railway Company.

[Assented to 27th May, 1914.]

WHEREAS a petition has been presented praying that it ^{1910, c. 160;} ^{1912, c. 146.} be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The Saskatchewan Central Railway Company may, ^{Extension of time.} within two years after the passing of this Act, commence the construction of its railway and expend fifteen per cent of the amount of its capital stock thereon, and may, within five years after the passing of this Act, complete the said railway and put it in operation; and if, within the said periods respectively, the said railway is not commenced and such expenditure is not so made, or the said railway is not completed and put in operation, the powers of construction conferred upon the said Company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted.

2. Chapter 146 of the statutes of 1912 is repealed. Repeal.

3. The Company shall not construct or operate its railway along any highway, street or other public place without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway, street or other public place, and upon terms to be agreed on with such municipality. Consent of municipalities.



4-5 GEORGE V.

CHAP. 108.

An Act respecting Saskatoon and Hudson Bay Railway Company.

[Assented to 27th May, 1914.]

WHEREAS a petition has been presented praying that it 1911, c. 137. be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Saskatoon and Hudson Bay Railway Company may, Extension of time. within two years after the passing of this Act, commence the construction of the railway authorized by section 7 of chapter 137 of the statutes of 1911, and expend fifteen per cent of its capital stock thereon, and may, within five years after the passing of this Act, complete and put in operation the said railway, and if, within the said periods respectively, the said railway is not commenced and such expenditure is not so made, or if the said railway is not completed and put in operation, the powers of construction conferred upon the said Company by Parliament, shall cease and be null and void as respects so much of the said railway as then remains uncompleted.

2. The Company shall not construct or operate its railway along any highway, street or other public place without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway, street or other public place, and upon terms to be agreed upon with such municipality. Consent of municipalities.



4-5 GEORGE V.

CHAP. 109.

An Act respecting The South Ontario Pacific Railway Company.

[Assented to 27th May, 1914.]

1887, c. 85;
1889, c. 70;
1891, c. 92;
1896 (1st Sess.)
c. 35;
1901, c. 85;
1906, c. 161;
1908, c. 157;
1910, c. 163;
1911, c. 142;
1912, c. 151.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The South Ontario Pacific Railway Company may, within one year after the passing of this Act, commence the construction of any of the railways authorized by section 1 of chapter 92 of the statutes of 1891 and by section 1 of chapter 151 of the statutes of 1912, and shall, within the said one year, expend thereon (including expenditure already made) an amount equal to fifteen per cent of its capital stock; and may complete any of the said railways and put them in operation within five years after the passing of this Act, and may complete its bridge within seven years after the passing of this Act; and if any of the said railways is not so commenced and such expenditure is not made, or if any of the said railways or the said bridge is not so completed and put in operation within the said periods respectively, the powers of construction conferred upon the said Company by Parliament shall cease and be null and void as respects so much of such railway and bridge as then remains uncompleted.

Extension
of time.

2. Section 2 of chapter 151 of the statutes of 1912 is repealed.

1912, c. 151
amended.

3. The Company shall not construct or operate its railway along any highway, street or other public place without the consent of municipalities.

without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway, street or other public place and upon terms to be agreed on with such municipality.

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4-5 GEORGE V.

CHAP. 110.

An Act respecting The Thessalon and Northern Railway Company.

[Assented to 3rd April, 1914.]

WHEREAS a petition has been presented praying that 1909, c. 140. it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The Thessalon and Northern Railway Company may commence to construct the unconstructed portion of the railway described in section 1 of chapter 140 of the statutes of 1909 within two years after the passing of this Act, and may complete the said railway and put it in operation within five years after the passing of this Act; and if, within the said periods respectively, the said unconstructed portion of the said railway is not so commenced, or is not so completed and put in operation, the powers of construction conferred upon the said Company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted. Extension of time.

2. Subsection 2 of section 1 of chapter 140 of the statutes 1909, c. 140 of 1909 is repealed. amended.

3. The Company shall not construct or operate its railway along any highway, street or other public place without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway, street or other public place and upon terms to be agreed on with such municipality. Consent of municipalities.



4-5 GEORGE V.

CHAP. III.

An Act respecting The Tillsonburg, Lake Erie and Pacific Railway Company.

[Assented to 3rd April, 1914.]

WHEREAS a petition has been presented praying that it 1902, c. 105;
be enacted as hereinafter set forth, and it is expedient 1904, c. 133;
to grant the prayer of the said petition: Therefore 1909, c. 141.
His Majesty, by and with the advice and consent of the
Senate and House of Commons of Canada, enacts as follows:

1. The Tillsonburg, Lake Erie and Pacific Railway Extension of
Company may commence to construct the unconstructed time.
portion of the railway authorized by section 2 of chapter
105 of the statutes of 1902 within two years after the passing
of this Act, and may complete the said railway and put
it in operation within five years after the passing of this
Act; and if, within the said periods respectively, the said
unconstructed portion of the said railway is not so commen-
ced, or is not so completed and put in operation, the
powers of construction conferred upon the said Company
by Parliament shall cease and be null and void as respects
so much of the said railway as then remains uncompleted.

2. Section 1 of chapter 141 of the statutes of 1909 1909, c. 141
is repealed. amended.

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4-5 GEORGE V.

CHAP. 112.

An Act respecting The Toronto, Niagara and Western Railway Company.

[Assented to 12th June, 1914.]

WHEREAS a petition has been presented praying that it 1903, c. 196;
be enacted as hereinafter set forth, and it is expedient 1904, c. 135;
to grant the prayer of the said petition: Therefore His 1906, c. 169;
Majesty, by and with the advice and consent of the Senate 1909, c. 143.
and House of Commons of Canada, enacts as follows:—

1. This Act may be cited as *The Toronto, Niagara and Western Railway Act, 1914.* Short title.

2. The Toronto, Niagara and Western Railway Company Extension of time. hereinafter called “the Company,” may commence and construct:—

(a) The lines of railway authorized by the statutes of 1903, chapter 196, section 7, namely:—

“from a point in or near the city of Toronto, in the county of York, to some point in or near the city of Hamilton, in the county of Wentworth, passing through the counties of York, Peel, Halton and Wentworth, in the province of Ontario; but nothing in this Act shall authorize or empower the Company to lay out or construct any railway track upon or along any portion of Burlington Beach in the said county of Wentworth without the consent of the Burlington Beach Commission, or upon or along any portion of Burlington Beach in the said county of Halton without the consent of the municipal corporation of the township of Nelson;”

(b) Also the lines of railway authorized by the statutes of 1904, chapter 135, section 1, namely:—

“from a point in or near the city of Hamilton, in

the county of Wentworth, to some point on the international boundary line at or near Grand Island, or the town of Niagara Falls, in the county of Welland and, with the consent of the proper authorities, beyond the limits of the province to a point in the state of New York; and also a branch line from a point on the railway hereby authorized to the city of St. Catherines, in the county of Lincoln, passing through or near the town of Thorold, and also to the town of Port Colborne, in the county of Welland;"

- (c) Also the lines of railway authorized by the statutes of 1906, chapter 169, section 2, namely:—

"from a point in or near the city of Hamilton, in the county of Wentworth, or from a point in the county of Halton, westerly through or near the cities of Brantford, Woodstock, London and Chatham, to some point at or near the city of Windsor, in the county of Essex, in the province of Ontario."

Limitation.

3. If the said lines are not commenced within two years and are not completed and put in operation within five years from the passing of this Act, the powers of construction conferred upon the Company by Parliament shall cease and determine with respect to so much of the said lines as then remains uncompleted.

Repeal.

4. Section 10 of chapter 196 of the statutes of 1903 is repealed.

As to passengers to and from points between city terminal of Company and western city limit.

5. The Company shall not, without the consent of the council of the city of Toronto expressed by by-law and upon such terms as are agreed upon and contained in such by-law, receive or discharge passengers between its terminal in the said city and the present western limit of the said city: Provided that if the Company and the city cannot agree as aforesaid, the Company may, upon leave obtained from the Board of Railway Commissioners for Canada and upon reasonable notice to the said city, apply to the said Board for permission to locate stations or stopping places, subject to the *Railway Act*, between its terminal in the said city and the present western limit of the said city.

Application to Railway Commission.

As to passengers to and from points within city limits.

6. Neither the Company nor any other company that may acquire or have the right to run over the line of the Company within the city of Toronto shall receive, carry or discharge passengers from any point within the limits of the said city to any other point within the limits of the said city; but the powers for the carriage of passenger traffic that may be exercised by the Company or by any other company over the line

of the Company within the limits of the said city, shall only extend to and include the receiving, forwarding and delivering of through passenger traffic originating outside the limits of the said city for delivery within the limits of the said city, or originating within the limits of the said city for delivery outside the limits of the said city.

7. Unless with the consent of the city of Toronto expressed by by-law the railway of the Company shall not be constructed along, upon, above or below any highway as defined by the *Railway Act*, but notwithstanding anything in this section the railway of the Company may be constructed across any such highway, or along or across any easement acquired for public works in the said city, but only above or below such highway or easement, and only after the levels, plans and specifications thereof are approved by the engineer, for the time being, of the said city, or such engineer as may be appointed for that purpose, and the engineer for the time being of the Company, and in the event of the said engineers failing to agree, by the Board of Railway Commissioners for Canada.

Construction
of railway
within city
of Toronto.

8. In so far as the Company has the right to acquire electric or other power or energy which may be transmitted and delivered to any place in the municipalities through which the railway or works have been constructed, and to receive, transform, transmit, distribute and supply such electric power or energy in any form and to dispose of the surplus thereof and to collect rates and charges therefor, the Company may, subject to the provisions of section 247 of the *Railway Act*, continue to so acquire such electric power or energy, but not by expropriation; but no such rate or charge shall be demanded or taken for such electric power or energy until the same has been approved of by the Board of Railway Commissioners for Canada, which may also revise such rates and charges.

Electric and
other power.

9. Nothing in this Act, or in the *Telegraphs Act*, shall authorize the Company to construct or operate any telegraph or telephone lines, or any lines for the purpose of distributing electricity for lighting, heating or motor purposes, or disposing of surplus power generated by the Company's works and not required for the undertaking of the Company, upon, along or across any highway, street or other public place, without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway, street or other public place, and upon terms to be agreed upon with such municipality; or to sell, dispose of

Consent of
municipalities
for lines upon
highways,
etc.

or distribute power or energy within, or for use within, the limits of any municipality without the consent, expressed by by-law, of such municipality.

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4-5 GEORGE V.

CHAP. 113.

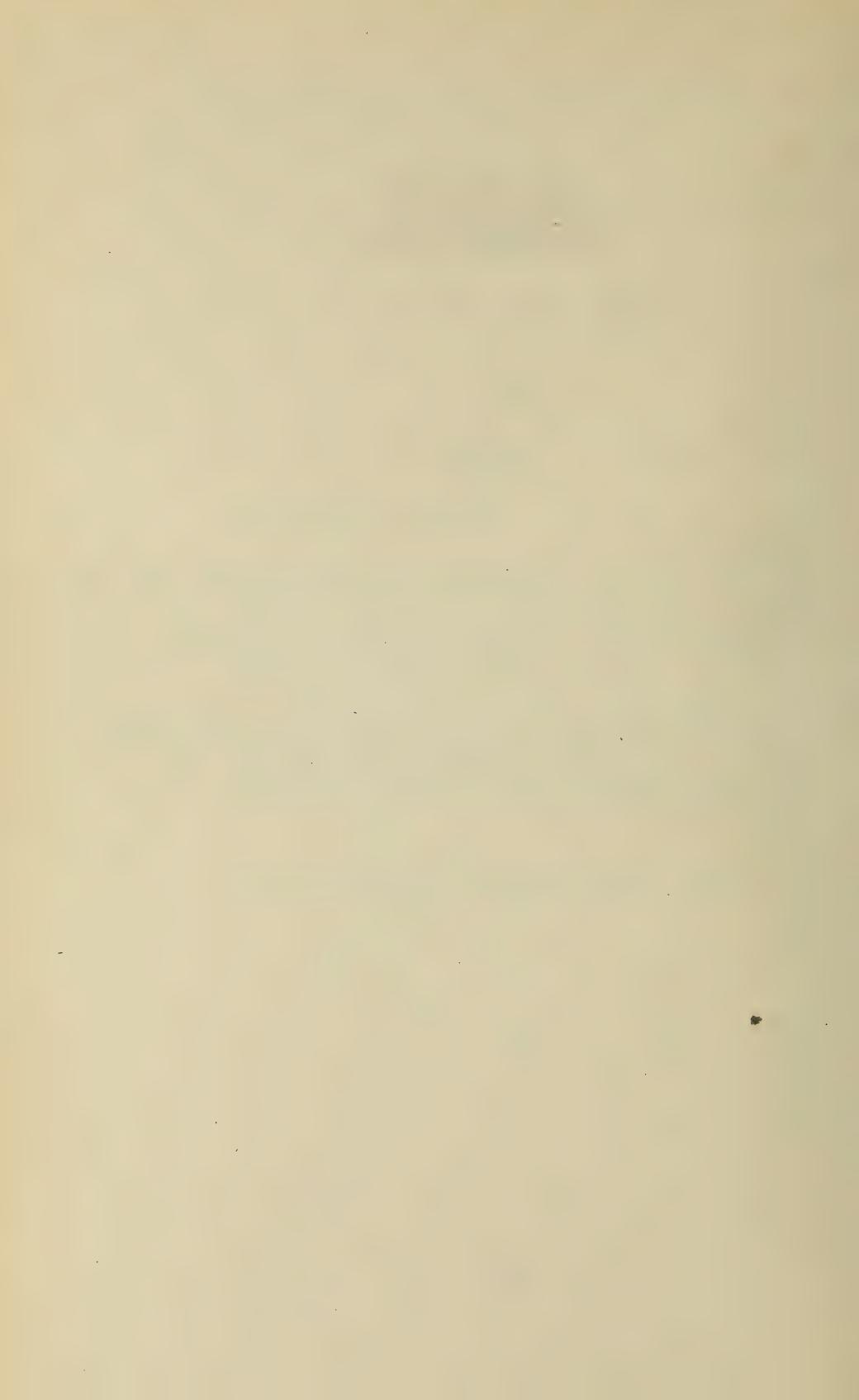
An Act respecting The Toronto Terminals Railway Company.

[Assented to 27th May, 1914.]

WHEREAS a petition has been presented praying that it ^{1906, c. 170;} be enacted as hereinafter set forth, and it is expedient ^{1913, c. 202.} to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Section 14 of chapter 170 of the statutes of 1906, as amended by section 2 of chapter 202 of the statutes of 1913, is hereby further amended by substituting for the words "ten million," in the second line thereof, the words "twelve million." Issue of securities increased.

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4-5 GEORGE V.

CHAP. 114.

An Act respecting The West Ontario Pacific Railway Company.

[Assented to 3rd April, 1914.]

WHEREAS a petition has been presented praying that it ^{1906, c. 178;} be enacted as hereinafter set forth, and it is expedient ^{1908, c. 169;} to grant the prayer of the said petition: Therefore His ^{1910, c. 176;} Majesty, by and with the advice and consent of the ^{1912, c. 167.} Senate and House of Commons of Canada, enacts as follows:—

1. The West Ontario Pacific Railway Company may ^{Extension of time.} commence the construction of the branch line of railway authorized by section 1 of chapter 178 of the statutes of 1906 within two years after the passing of this Act, and shall, within the said two years, expend thereon (including expenditure already made) an amount equal to fifteen per cent of its capital stock; and may complete the said line of railway and put it in operation within five years after the passing of this Act; and if, within the said periods respectively, the said line of railway is not so commenced and such expenditure is not so made or is not so completed and put in operation, the powers of construction conferred upon the said Company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted.

2. Chapter 167 of the statutes of 1912 is repealed.

Repeal.

3. The Company shall not construct or operate its railway along any highway, street or other public place without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway,

^{Consent of municipalities.}

street or other public place, and upon terms to be agreed on with such municipality.

Consent of
municipal-
ties as to
telegraph
and telephone
lines.

4. Nothing in the Act incorporating the Company and amendments thereto, or in this Act, or in the *Telegraphs Act*, shall authorize the Company to construct or operate any telegraph or telephone lines, upon, along or across any highway or public place, without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway or public place, and upon terms to be agreed on with such municipality.

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4-5 GEORGE V.

CHAP. 115.

An Act respecting The Western Dominion Railway Company and The Alberta Pacific Railway Company.

[Assented to 27th May, 1914.]

1912, c. 168;
Alberta, 1906,

c. 48;

Alberta, 1909,

c. 51;

Alberta, 1910,

2nd Sess., c.

47;

Alberta,

1911-12, c. 30.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The Western Dominion Railway Company, herein-after called "the Company," may lay out, construct and operate the following branch lines of railway:—

- (a) From a point on the Company's line of railway in or near section fifteen (15), township ten (10), range two (2), west of the fifth (5th) meridian, in the province of Alberta, westerly and northwesterly along the north fork of the Oldman river to the boundary between Alberta and British Columbia;
- (b) From a point on the Company's line in or near section nineteen (19), township eighteen (18), range two (2), west of the fifth (5th) meridian, in the province of Alberta, westerly along Highwood river to the boundary between Alberta and British Columbia;
- (c) From a point on the Company's line in or near section thirty-five (35), township nineteen (19), range three (3), west of the fifth (5th) meridian, in the province of Alberta, westerly along the south branch of Sheep river to the boundary between Alberta and British Columbia.

2. The securities issued by the Company on the branch lines of railway authorized by this Act, shall not exceed Securities.

fifty thousand dollars per mile, and may be issued only in proportion to the length of railway constructed or to be constructed.

**Extension
of time.**

3. The Company may, within one year after the passing of this Act, commence the construction of its railways heretofore, and by this Act, authorized, and shall expend within one year, including expenditure already made, an amount equal to fifteen per cent of its capital stock on its railways, and may complete the said railways and put them in operation within three years after the passing of this Act; and if, within the said periods respectively, the said railways are not commenced and such expenditure is not so made, or if the said railways are not completed and put in operation, the powers of construction conferred upon the Company by Parliament shall cease and be null and void as respects so much of the said railways as then remains uncompleted.

**Agreement
confirmed.**

**Powers of
Railway
Board.**

4. The agreement set out in the schedule to this Act is hereby ratified and confirmed and declared to be valid and binding on the parties thereto: Provided, however, that nothing herein contained shall be deemed in any way to impair or restrict the powers of the Board of Railway Commission for Canada and all the provisions of the *Railway Act* now applying to the said companies and their respective railways and undertakings shall continue to apply to the same.

SCHEDULE.

This Indenture made the seventh day of November, A.D. 1912 between The Western Dominion Railway Company, hereinafter called the Western Dominion, of the first part, and The Alberta Pacific Railway Company, hereinafter called the Alberta Company, of the second part: Whereas the companies, parties hereto, are respectively authorized by statutory authority to enter into this agreement and have agreed to amalgamate upon the terms and conditions hereinafter set out, and this agreement has been duly submitted to the shareholders of each company at meetings duly held, at which shareholders representing two-thirds in value of the capital stock of each company were present in person or represented by proxy, and at such meetings respectively this agreement has been duly approved of, sanctioned and authorized by at least two-thirds of the votes of the shareholders of each company.

Witnesseth as follows:

1. In this agreement the phrase "amalgamated company" shall mean the company formed by the amalgamation of the companies parties hereto.

2. The companies, parties hereto, hereby agree to amalgamate and do amalgamate to form one company upon the terms and conditions hereinafter set out.

3. The name of the amalgamated company shall be the Western Dominion Railway Company.

4. The amount of the capital stock of the amalgamated company shall be \$6,000,000, being the total capital of the two companies parties hereto, the said capital to be divided into shares of \$100 each.

5. The head office of the amalgamated company shall be at the city of Ottawa in the province of Ontario.

6. Each shareholder in the Western Dominion shall be entitled to the same amount of stock of the amalgamated company as he now holds in the Western Dominion and shall be taken and held to have paid upon his shares in the amalgamated company the same amount as he had paid upon his shares in the Western Dominion.

7. Each shareholder in the Alberta Company shall be entitled to receive and there shall be issued to him by the amalgamated company shares of the capital stock of the amalgamated company, issued as fully paid up and free from calls and other liability, to an amount equal to the amount paid on the shares held by him or to which under any contract with the Alberta Company he may be or become entitled in the capital of the Alberta Company.

8. The by-laws, rules and regulations of the Western Dominion shall, as far as applicable, be the by-laws, rules and regulations of the amalgamated company until repealed, altered or added to by the by-laws, rules and regulations of the amalgamated company.

9. The Board of Directors of the amalgamated company and the President, Vice President, Secretary and other officers thereof shall be the same as the Board of Directors, the President, Vice President, Secretary and other officers of the Western Dominion as constituted immediately prior to the time of the execution of this agreement.

10. The necessary steps shall be taken to secure the approval and sanction of this agreement by the proper authorities.

In witness whereof this Indenture has been duly executed by the parties hereto.

THE WESTERN DOMINION RAILWAY COMPANY,

(Signed) Chas. McCrea,
Vice President.

(Seal)

(Signed) O. E. Culbert,
Secretary.

THE ALBERTA PACIFIC RAILWAY COMPANY,

(Signed) Geo. L. Dore,
Vice President.

(Seal)

(Signed) O. E. Culbert,
Secretary.

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4 - 5 GEORGE V.

CHAP. 116.

An Act to incorporate The North American Accident Insurance Company.

[Assented to 27th May, 1914.]

WHEREAS the persons hereinafter named have by their petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Douglas Kay Ridout, capitalist, W. Parkyn Murray, ^{Incorporation.} gentleman, W. T. Bradshaw, merchant, all of the city of Toronto in the province of Ontario; Charles Franklin Dale, insurance manager, and John Joseph Meagher, advocate, both of the city of Montreal in the province of Quebec, together with such persons as become shareholders in the company, are incorporated under the name of "The North Name. American Accident Insurance Company," hereinafter called "the Company."

2. The persons named in section 1 of this Act shall be ^{Provisional directors.} the provisional directors of the Company.

3. The capital stock of the Company shall be five ^{Capital stock.} hundred thousand dollars which may be increased to one million dollars.

4. The amount to be subscribed before the general ^{Subscription before general meeting.} meeting for the election of directors is called shall be three hundred and six thousand four hundred dollars.

5. The Company shall not commence the business of ^{Commencement of business.} accident insurance, sickness insurance and plate glass insurance until three hundred and six thousand four hundred dollars of the capital stock have been subscribed and eighty-

eight thousand seven hundred and ninety-nine dollars and ninety-five cents paid thereon.

2. The Company shall not commence the business of burglary insurance and guarantee insurance until an additional sum of seventy-five thousand dollars has been paid thereon.

Head office.

6. The head office of the Company shall be in the city of Montreal in the province of Quebec.

Business authorized.

7. The Company may make contracts of insurance of any of the following classes as defined by *The Insurance Act, 1910*,—

- (a) Accident insurance;
- (b) Sickness insurance;
- (c) Burglary insurance;

and may also make contracts of insurance,—

- (d) guaranteeing the fidelity of persons in positions of trust or confidence, public or private, and the due performance by them of the duties and obligations imposed on them by contract, agreement or otherwise;
- (e) against the breakage of plate or other glass either local or in transit by land.

Acquisition of property of Ontario Company.

Ont. 1912, c. 31.

8. The Company may acquire the whole or any part of the rights and property of The North American Accident Insurance Company incorporated by letters patent granted under the provisions of *The Ontario Companies Act*, and dated the twelfth day of December, 1912; and in such case the Company shall perform and discharge all such duties, obligations and liabilities of that company with respect to the rights and property acquired as are not performed or discharged by that company.

1910, c. 32.

9. *The Insurance Act, 1910*, shall apply to the Company.

Issue of licenses conditional.

Ont. 1912, c. 31.

10. A license shall not be issued to the Company, nor shall any license issued be renewed, unless and until the Superintendent of Insurance has been satisfied by such evidence as he may require that The North American Accident Insurance Company, incorporated by letters patent granted under the provisions of *The Ontario Companies Act* and dated the twelfth day of December, 1912, is ceasing to do business, nor unless and until such undertaking as he may require has been given that the said Company will entirely cease to do business within such reasonable time as he may fix.



4-5 GEORGE V.

CHAP. 117.

An Act to incorporate The Prudential Life of Canada.

[Assented to 27th May, 1914.]

WHEREAS The Prudential Life Insurance Company has Preamble. by its petition represented that it was incorporated by chapter 67 of the statutes of 1902 of the province of Manitoba, and that it has carried on the business of life insurance in the province of Manitoba; and whereas the said company has prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The shareholders of the Company mentioned in the incorporation, preamble, hereinafter called "the old Company," together with such persons as become shareholders in the company incorporated by this Act, are hereby incorporated under the name of "The Prudential Life of Canada," hereinafter Name. called "the new Company."

2. The capital stock of the new Company shall be two million dollars, divided into twenty thousand shares of Capital stock. one hundred dollars each.

3. Each shareholder of the old Company is hereby declared to be the holder of as many shares in the new Company as he holds shares in the old Company at the time that this Act takes effect, with the same percentage paid on each such share in the new Company as shall then have been paid in to the old Company upon each share held by such shareholder.

2. The liability of a shareholder of the new Company, upon the said shares of the new Company so held by him, shall amount per share to the difference only between the sum already paid upon each share and the sum of one hundred dollars.

Liability of shareholders of old company to pay calls.

To creditors and policy-holders.

Acquisition of old company's assets.

Liability for old company's obligations.

Individual liability of shareholders.
1910, c. 32,
s. 162.

Continuance of officers and by-laws.

Head office.

Business authorized.

4. Nothing in this Act shall be construed so as to affect the liability of the shareholders of the old Company, who have not paid the calls already made upon the shares of the old Company, to pay the said calls.

5. Nothing in this Act shall be so construed as to lessen the liability of the shareholders of the old Company to the present creditors or to the present policy-holders of the old Company.

6. The new Company may acquire all assets, rights, credits, effects and properties, real, personal or mixed, of whatever kind and wheresoever situated, belonging to the old Company, or to which it is, or may be, or may become entitled, subject, however, to existing mortgages or liens, if any; and in such case the new Company shall be liable for and subject to, and shall pay, discharge, carry out and perform all the debts, liabilities, obligations and contracts of the old Company; and any person having any claim, demand, right, cause of action or complaint against the old Company, or to whom the old Company is under any obligation, liability or contract, shall have the same rights and powers with respect thereto and to the collection and enforcement thereof, from and against the new Company and its shareholders: Provided, however, that the shareholders of the new Company shall not be individually liable, under section 162 of *The Insurance Act, 1910*, with respect to their shares in the new Company, to such person, unless such person abandons his right in respect of the shares in the old Company.

7. The directors and officers of the old Company shall be, respectively, the officers and directors of the new Company until their successors are duly elected or appointed; and all by-laws, rules, and regulations of the old Company, not contrary to law or inconsistent with this Act or *The Insurance Act, 1910*, shall be the by-laws, rules and regulations of the new Company until amended or repealed.

8. The head office of the new Company shall be at the city of Winnipeg, in the province of Manitoba.

9. The new Company may make contracts of life insurance with any person and may grant, sell or purchase life annuities and endowments depending upon the contingency of human life, and, generally, may carry on the business of life insurance in all its branches and forms.

10. The new Company shall not commence business until at least one hundred thousand dollars have been paid upon its capital stock. Commencement of business.

11. Except as otherwise provided by this Act, the new Company shall have all the powers, privileges, and immunities, and shall be subject to all liabilities and provisions, set out in *The Insurance Act, 1910*, so far as they may be applicable to the new Company. Application of Insurance Act. 1910, c. 32.

12. A license shall not be issued to the new Company unless and until the Superintendent of Insurance has been satisfied, by such evidence as he may require, that the old Company is ceasing to do business, nor unless and until such undertaking as he may require has been given that the old Company will entirely cease to do business within such reasonable time as he may fix. Issue of license conditional.

13. This Act shall not take effect unless and until accepted and approved by resolution passed by a vote of not less than three-fourths in value of the shareholders of the old Company, present or represented by proxy, at a special general meeting of the old Company duly called for the purpose of considering this Act; and, if so accepted and approved, this Act shall come into force upon a subsequent day to be fixed for that purpose by the said resolution. Commencement of Act.

2. Notice of such acceptance and approval, and of the *Notice*. day so fixed, shall be published by the new Company in *The Canada Gazette*.

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4-5 GEORGE V.

CHAP. 118.

An Act to incorporate The Title Insurance Company of Canada.

[Assented to 12th June, 1914.]

WHEREAS the persons hereinafter named have by their petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. R. Lacey Johnson, Russell E. Popham and R. C. McMichael, all of the city of Montreal, in the province of Quebec, William Denver Marbourg and Milton Flynn, both of the city of New York, in the state of New York, one of the United States of America, E. Stuart McDougall and H. W. Jackson, both of the city of Montreal, in the province of Quebec, and James F. Smellie, of the city of Ottawa, in the province of Ontario, together with such persons as become shareholders in the company, are hereby incorporated under the name of "The Title Insurance Company of Canada," hereinafter called "the Company." Incorporation. Name.

2. The persons named in section 1 of this Act shall be the provisional directors of the Company. Provisional directors.

3. The capital stock of the Company shall be one million dollars. Capital stock.

4. The amount to be subscribed before the general meeting for the election of directors is called, shall be one hundred thousand dollars. Subscription before general meeting.

Commencement of business.

5. The Company shall not commence business until five hundred thousand dollars of the capital stock have been subscribed and one hundred thousand dollars paid thereon.

Head office.

6. The head office of the Company shall be in the city of Montreal, in the province of Quebec.

Business authorized.

7. The Company may guarantee the title to, or the quiet enjoyment of, real property, either absolutely or subject to qualifications and conditions, and may guarantee any person interested in or about to become interested in, or owning, or about to purchase or acquire any real property, against any losses, actions, proceedings, claims or demands by reason of any insufficiency or imperfections or deficiency of title or in respect of encumbrances, burdens or outstanding rights; and may guarantee the due payment of the whole or part of any loan, advance, mortgage or claim, hypothecary or otherwise, or the interest thereon; and may issue its guarantee certificates or policies in such form as it determines and for such remuneration as it fixes. The business above described may be known as "title insurance."

1910, c. 32.

8. *The Insurance Act, 1910,* shall apply to the Company.

Deposit.

9. The initial deposit with the Receiver General for a license for the said business shall be fifty thousand dollars: Provided that within two years from the issue of such license the said deposit shall be increased to the sum of at least seventy-five thousand dollars; provided further that the Treasury Board may at any time and from time to time require such increases in the said deposit as may be deemed expedient.

Application of deposit.

2. Such deposit shall be kept and applied for the security and payment of losses and expenses which may be incurred by reason of the guarantee or insurance made, and so long as such guarantee or insurance is outstanding such deposit shall not be subject to liabilities of the Company other than such guarantee or insurance. In the event of the failure of the Company to pay any loss after final judgment of a court of law has been given, such deposit may be applied to the payment of such loss in such manner as the Governor in Council may direct.



4-5 GEORGE V.

CHAP. 119.

An Act respecting The Canadian Railway Accident Insurance Company, and to change its name to "The Globe Indemnity Company of Canada."

[Assented to 3rd April, 1914.]

WHEREAS The Canadian Railway Accident Insurance Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The name of The Canadian Railway Accident Insurance Company, hereinafter called "the Company," is changed to "The Globe Indemnity Company of Canada," but such change in name shall not in any way impair, alter or affect the rights or liabilities of the Company, nor in any wise affect any suit or proceeding now pending, or judgment existing, either by, or in favour of, or against the Company, which notwithstanding such change in the name of the Company, may be prosecuted, continued, completed and enforced as if this Act had not been passed.

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to the King's most Excellent Majesty.



4-5 GEORGE V.

CHAP. 120.

An Act respecting The Continental Fire Insurance Company of Canada.

[Assented to 27th May, 1914.]

WHEREAS a petition has been presented praying that it be 1911, c. 68. enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Notwithstanding anything in section 78 of *The Insurance Act, 1910*, or in the Act, chapter 68 of the statutes of 1911, incorporating The Continental Fire Insurance Company of Canada, the said Act, chapter 68 of the statutes of 1911, shall be deemed not to have expired and ceased to be in force after the nineteenth day of May, nineteen hundred and thirteen, but to have continued and to be in force, for all purposes thereof whatsoever, until the first day of July, nineteen hundred and sixteen; and the Minister of Finance may at any time not later than the thirtieth day of June, nineteen hundred and sixteen, and subject to all other provisions of *The Insurance Act, 1910*, grant to the said Company the license necessary for carrying on business. 1910, c. 32.

2. If the Company has not obtained the said license Limitation, before the first day of July, nineteen hundred and sixteen, the said Act, chapter 68 of the statutes of 1911, shall then expire and cease to be in force thereafter, except for the sole purpose of winding up the said Company's business, but otherwise shall remain in full force and effect for all purposes thereof whatsoever.



4-5 GEORGE V.

CHAP. 121.

An Act respecting The Empire Life Insurance Company of Canada.

[Assented to 27th May, 1914.]

WHEREAS The Empire Life Insurance Company of 1911, c. 75; Canada has by its petition prayed that it be enacted 1913, c. 111. as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Notwithstanding anything in section 78 of *The Insurance Act, 1910*, or in the Act, chapter 75 of the statutes of 1911, incorporating The Empire Life Insurance Company of 1910, c. 32, Canada, or in chapter 111 of the statutes of 1913, the said s. 78. chapter 75 shall be deemed not to have expired and ceased Extension of time. to be in force after the third day of April, 1914, but to have continued and to be in force, for all purposes thereof whatsoever, until the fourth day of April, 1915; and the Minister of Finance may, at any time not later than the third day of April, 1915, and subject to all other provisions of *The Insurance Act, 1910*, grant to that Company the license necessary for carrying on business.

2. If the Company has not obtained the said license before Limitation. the fourth day of April, 1915, the said chapter 75 shall then expire and cease to be in force thereafter, except for the sole purpose of winding up the Company's business, but otherwise shall remain in full force and effect for all purposes thereof whatsoever.



4-5 GEORGE V.

CHAP. 122.

An Act to correct a clerical error in the Act 1-2 George V., chapter 118, "An Act respecting the National Weekly Indemnity Company, and to change its name to The Merchants and Employers Guarantee and Accident Company."

[Assented to 12th June, 1914.]

WHEREAS, there is a clerical error in the English version of the Act hereinafter cited, which it is expedient to correct: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:

1. Section seven of chapter 118 of the English version of the statutes of 1911, *An Act respecting the National Weekly Indemnity Company, and to change its name to The Merchants and Employers Guarantee and Accident Company*, is amended by striking out the word "bond" in the third line and inserting the word "guarantee" in lieu thereof.

2. Subsection 2 of section 8 of chapter 118 of the English version of the statutes of 1911 is also amended by striking out the word "bond" in the second line thereof and inserting the word "guarantee" in lieu thereof.

3. Subsection 2 of section 8 of chapter 118 in both the English and French versions of the statutes of 1911 is amended by striking out the words "eighty thousand dollars" in the fourth line thereof and inserting in lieu thereof the words "one hundred and twenty thousand dollars, but the new company may commence the business of guarantee insurance in addition to accident insurance and sickness insurance when its paid-up capital stock amounts to ninety-five thousand dollars, or may commence the business of burglary insurance in addition to accident

All classes of
insurance.

insurance and sickness insurance when its paid-up capital stock amounts to sixty-five thousand dollars."

4. Subsection 4 of section 8 of chapter 118 in both the English and French versions of the statutes of 1911 is amended by striking out the word "thirty" in the fourth line thereof and inserting the word "eventy" in lieu thereof.

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4-5 GEORGE V.

CHAP. 123.

An Act respecting The Premier Life Insurance Company.

[Assented to 27th May, 1914.]

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Notwithstanding anything in section 78 of *The Insurance Act, 1910*, or in the Act, chapter 136 of the statutes of 1912, incorporating The Premier Life Insurance Company, the said chapter shall be deemed not to have expired and ceased to be in force after the eleventh day of March, one thousand, nine hundred and fourteen, but to have continued and to be in force, for all purposes thereof whatsoever, until the twelfth day of March, one thousand, nine hundred and sixteen; and the Minister of Finance may, at any time not later than the eleventh day of March, one thousand, nine hundred and sixteen, and subject to all other provisions of *The Insurance Act, 1910*, grant to the said Company the license necessary for carrying on business.

2. If the said Company has not obtained the said license before the twelfth day of March, one thousand nine hundred and sixteen, the said chapter 136 of the statutes of 1912 shall then expire and cease to be in force thereafter, except for the sole purpose of winding up the Company's business, but otherwise shall remain in full force and effect for all purposes thereof whatsoever.



4-5 GEORGE V.

CHAP. 124.

An Act respecting The Sterling Life Assurance Company of Canada.

[Assented to 27th May, 1914.]

WHEREAS a petition has been presented praying that it 1912 c. 154. be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Notwithstanding anything in section 78 of *The Insurance Act, 1910*, or in the Act, chapter 154 of the statutes of 1912, incorporating The Sterling Life Assurance Company of Canada, the said chapter shall be deemed not to have expired and ceased to be in force after the eleventh day of March, 1914, but to have continued and to be in force, for all purposes thereof whatsoever, until the twelfth day of March, 1915; and the Minister of Finance may, at any time not later than the eleventh day of March, 1915, and subject to all other provisions of *The Insurance Act, 1910*, grant to 1910, c. 32. that Company the license necessary for carrying on business.

2. If the Company has not obtained the said license before the twelfth day of March, 1915, the said chapter 154 shall then expire and cease to be in force thereafter, except for the sole purpose of winding up the Company's business, but otherwise shall remain in full force and effect for all purposes thereof whatsoever.



4-5 GEORGE V.

CHAP. 125.

An Act respecting The Vancouver Life Insurance Company of Vancouver, B.C., and to change its name to "The Vancouver Life Insurance Company."

[Assented to 3rd April, 1914.]

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Notwithstanding anything in section 78 of *The Insurance Act, 1910*, or in the Act chapter 164 of the statutes of 1912, incorporating The Vancouver Life Insurance Company of Vancouver, B.C., the said Act of incorporation shall be deemed not to have expired and ceased to be in force after the eleventh day of March, 1914, but to have continued and to be in force, for all purposes thereof whatsoever, until the twelfth day of March, 1915; and the Minister of Finance may, at any time not later than the eleventh day of March, 1915, and subject to all other provisions of *The Insurance Act, 1910*, grant to that Company the license necessary for carrying on business.

2. If the Company has not obtained the said license before the twelfth day of March, 1915, the said Act, chapter 164 of the statutes of 1912, shall then expire and cease to be in force thereafter, except for the sole purpose of winding up the Company's business, but otherwise shall remain in full force and effect for all purposes whatsoever.

3. The name of The Vancouver Life Insurance Company of Vancouver, B.C., hereinafter called "the Company," is changed.

Rights saved. is changed to "The Vancouver Life Insurance Company," but such change of name shall not in any way impair, alter or affect the rights, powers or liabilities of the Company, nor in any way affect any suit or proceeding now pending, or judgment existing, either by, or in favour of, or against the Company, which, notwithstanding such change in the name of the Company, may be prosecuted, continued, completed and enforced as if this Act had not been passed.

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4-5 GEORGE V.

CHAP. 126.

An Act respecting The Western Life Assurance Company.

[Assented to 27th May, 1914.]

WHEREAS The Western Life Assurance Company Preamble. has by its petition represented that it is incorporated by chapter 116 of the statutes of Manitoba of 1910, and amendments thereto, and has prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The shareholders of the Company mentioned in the preamble, hereinafter called "the Manitoba Company," Incorporation. together with such persons as become shareholders in the company incorporated by this Act, are hereby incorporated under the name of "The Western Life Assurance Company," Name. hereinafter called "the Company."

2. The capital stock of the Company shall be one Capital stock. million dollars.

3. The head office of the Company shall be in the city Head office. of Winnipeg, in the province of Manitoba.

4. Each shareholder of the Manitoba Company is hereby declared to be the holder of as many shares in the Company Shares in old and new companies as the shares he holds in the Manitoba Company at the time this Act takes effect, with the same percentage paid on each such share in the Company as shall then have been paid in upon each share held by him in the Manitoba Company.

Liability of shareholders.

5. Nothing in this Act shall be so construed as to affect the liability of the shareholders upon any shares issued under section 4 hereof.

Liability to creditors or policy-holders

6. Nothing in this Act shall be so construed as to lessen the liability of the shareholders of the Manitoba Company to the present creditors or to the present policy-holders of the Manitoba Company.

Business authorized.

7. The Company may make contracts of life insurance with any person, and may grant, sell or purchase life annuities and endowments depending upon the contingency of human life, and may generally carry on the business of life insurance in all its branches and forms.

Commencement of business.

8. The Company shall not commence business until at least two hundred and fifty thousand dollars of its capital stock have been *bonâ fide* subscribed and at least sixty-five thousand dollars have been paid thereon in cash, nor until its assets exceed its liabilities, excluding capital stock, by at least sixty-five thousand dollars.

Application of Insurance Act.

9. Except as otherwise provided by this Act, the Company shall have all the powers, privileges and immunities, and shall be subject to all the liabilities and provisions, in *The Insurance Act, 1910*, so far as they may be applicable to the Company.

Acquisition of Manitoba Company's assets.

10. The Company may acquire all assets, rights, credits, effects and property, real, personal, or mixed, of whatever kind and wheresoever situated, belonging to the Manitoba Company, or to which it is or may be, or may become entitled, subject, however, to existing mortgages or liens, if any; and in such case the Company shall be liable for and subject to, and shall pay, discharge, carry out and perform all debts, liabilities, obligations and contracts of the Manitoba Company; and any person having any claim, demand, right, cause of action, or complaint against the Manitoba Company, or to whom the Manitoba Company is under any obligation, liability or contract, shall have the same rights and powers with respect thereto and to the collection and enforcement thereof, from and against the Company and its shareholders, as such person has against the Manitoba Company and its shareholders.

Liability for obligations.

11. A license shall not be issued to the Company, nor shall any license issued be renewed, unless and until the Superintendent of Insurance has been satisfied by such evidence as he may require that the Manitoba Company

is ceasing to do business, nor unless and until such undertaking as he may require has been given that the Manitoba Company will entirely cease to do business within such reasonable time as he may fix.

12. This Act shall not take effect until it has been accepted and approved by a vote of the shareholders of the Manitoba Company, present or represented by proxy, at a general meeting of the Manitoba Company duly called for considering the said Act and representing two-thirds in value of the paid-up stock of the Manitoba Company; and if so accepted and approved this Act shall come into force upon a subsequent day to be fixed for that purpose by resolution passed at such meeting.

2. Notice of such acceptance and approval and of the day so fixed shall be published by the Company in *The Canada Gazette*.

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4-5 GEORGE V.

CHAP. 127.

An Act respecting The Acadia Loan Corporation, and to change its name to "The Mortgage Corporation of Nova Scotia."

[Assented to 3rd April, 1914.]

WHEREAS The Acadia Loan Corporation has, by 1900, c. 86. its petition, prayed that it be enacted, as herein-after set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The name of The Acadia Loan Corporation, herein-
after called "the Company," is changed to "The Mortgage
Corporation of Nova Scotia," but such change in name
shall not in any way impair, alter or affect the rights or
liabilities of the Company, or in any wise affect any suit
or proceeding now pending, or judgment existing, either
by, or in favour of, or against the Company, which, notwithstanding
such change in name, may be prosecuted,
continued, completed and enforced, as if this Act had not
been passed. All contracts, mortgages, bonds, deeds,
leases and claims whatsoever in favour of or against the
Company made in the name of the Acadia Loan Corpora-
tion shall, in all respects whatsoever, stand, be binding,
and may be enforced by or against the Company in and
under the name of The Mortgage Corporation of Nova
Scotia to the same extent and by the same means as if
such change of name had not been made.

Name changed.

Rights saved.

2. Section 18 of the Company's Act of incorporation 1900, c. 86.
being chapter 86 of the statutes of 1900, is amended by s. 18
striking out the figures "33" from line fifteen thereof,
and adding to the said section the following subsection:—

amended.

**Increase
of capital.**

"2. The directors, at any time after the whole of the capital stock of the Company has been subscribed, and sixty per centum thereof paid in, but not sooner, may from time to time by by-law, provide for the increase of the capital stock of the Company to any amount which they from time to time consider requisite."

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4-5 GEORGE V.

CHAP. 128.

An Act to incorporate The Bank of Alberta.

[Assented to 3rd April, 1914.]

WHEREAS the persons hereinafter named have by their petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Thomas Underwood, of the city of Calgary, capitalist; ^{Incorporation.} William Sugarman, capitalist; Daniel R. Fraser, lumber merchant; Fred. M. Lee, fur dealer; Alfred E. Jackson, capitalist; George S. Montgomery, mine owner, and Edward S. McQuaid, barrister at law, all of the city of Edmonton, in the province of Alberta, together with such persons as become shareholders in the corporation by this Act created, are incorporated under the name of "The Bank of Alberta," ^{Name.} hereinafter called "the Bank."

2. The persons named in section 1 of this Act shall be ^{Provisional directors.} the provisional directors of the Bank.

3. The capital stock of the Bank shall be two million ^{Capital stock.} dollars.

4. The chief office of the Bank shall be at the city of ^{Chief office} Edmonton, in the province of Alberta.

5. This Act shall, subject to the provisions of section 16 ^{Duration of Act.} of *The Bank Act*, remain in force until the first day of July, in the year one thousand nine hundred and twenty-three.



4-5 GEORGE V.

CHAP. 129.

An Act respecting Barcelona Traction Light and Power Company Limited.

[Assented to 27th May, 1914.]

WHEREAS Barcelona Traction Light and Power Company Limited, hereinafter called "the Company," has by its petition represented that it is incorporated under the *Companies Act*, chapter 79 of the Revised Statutes, 1906, and has prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The Company may create by by-law in the manner provided in sections 47 and 48 of the *Companies Act* and issue preference shares subject to redemption by the Company as hereinafter set out.

2. The directors of the Company may pass a by-law altering or modifying the rights of the holders of any preference shares in the capital stock of the Company heretofore issued whether by way of addition to or in substitution for or in diminution of such rights: Provided that no such by-law shall have any force or effect whatever until the same has been sanctioned by the unanimous vote of the holders of the said preference shares (which may be given by an instrument or instruments in writing or by vote at the meeting hereinafter referred to) and also by a vote of the shareholders of the Company at a meeting thereof as provided in section 48 of the *Companies Act*.

3. The Company may redeem any preference shares heretofore created by it upon the terms and in the manner set

Preamble.
shares.

Rights of
preference
shareholder
altered or
modified.

shares here-
tofore
created.

set out in the by-law creating the same, as modified by any by-law that may be passed under the provisions of section 2 hereof, but unless such shares have been issued subject to redemption and the stock certificates therefor contain a statement that the same are subject to redemption, such shares shall not be redeemed without the consent of each of the holders thereof.

Redemption
of preference
shares here-
after
created.

4. The Company may redeem any preference shares hereafter created by it upon the terms and in the manner set out in the by-law creating the same, but shall not do so without the consent of the holder unless notice of the right of the Company to redeem such share and the minimum price of redemption appeared in the subscription list or other application for the said share, and unless the share certificate contains a statement to the like effect.

By-law to be
filed and
notice given.

5. Any such redemption shall be pursuant to a by-law for that purpose passed by the directors of the Company and a copy of such by-law shall be filed with the Secretary of State of Canada before the same may be acted upon. Once in each period of twelve months after the passing of such by-law if the same has been acted upon and the capital of the Company reduced, the Company shall file with the Secretary of State of Canada, and publish in *The Canada Gazette*, a notice stating that the capital stock of the Company has been reduced, the amount of such reduction and the amount at which the preferred capital of the Company as so reduced then stands, and a copy of such notice shall also be published by the Company in a newspaper in the place where the head office of the Company is established.

Number of
directors.

6. Notwithstanding the provisions of section 76 of the *Companies Act* the Company may, by by-law in the manner provided in the said section, increase the number of its directors to not more than twenty.

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4-5 GEORGE V.

CHAP. 130.

An Act to incorporate The Canadian General Council of The Boy Scouts Association.

[Assented to 12th June, 1914.]

WHEREAS The Boy Scouts Association was duly ^{Preamble.} incorporated in the United Kingdom by Imperial Royal Charter granted on the 4th January, A.D. 1912; and thereafter a branch of the Association was established in Canada, and is governed by a Canadian General Council; And whereas a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Lieutenant-Colonel Francis Douglas Farquhar, ^{Incorpora-} D.S.O., Secretary to His Royal Highness the Governor-General, Lieutenant-Colonel Arthur Percy Sherwood, C.M.G., Chief Commissioner of Police, William Horsley Rowley, Justice of the Peace, Gerald Horace Brown, Assistant Deputy Minister of Labour, and Travers Lewis, King's Counsel, all of the city of Ottawa, in the Province of Ontario; Lieutenant-Colonel Albert E. Gooderham, Noel Marshall, esquire, and William K. George, manufacturer, all of the city of Toronto, in the said province; and Colonel Jeffery Hale Burland and Lieutenant-Colonel Frederick Minden Cole, agent, both of the city of Montreal, in the province of Quebec, and their successors in the corporation hereby created, are hereby incorporated under the name of "The Canadian General Council of the Boy ^{Name.} Scouts Association," hereinafter called "the Corporation."

2. The purposes and powers of the Corporation shall be ^{Purposes.} to promote and carry out in Canada the objects of the said Association, namely:—

(a) The instructing of boys in the principles of discipline, loyalty, and good citizenship, and otherwise as provided in and by the Royal Charter of the said Association;

(b) To promote and make, and assist in the establishment of, provincial and local associations, committees, and councils, on such terms and under such regulations as the Corporation may from time to time by by-law provide;

(c) To publish, distribute, and sell books and other information for the furtherance of the objects of the Association in Canada;

(d) Generally to do all things necessary or requisite for providing and maintaining an efficient organization for the purposes of the Association in Canada.

2. For any of the purposes authorized by this Act, the Corporation may by by-law or resolution delegate any of its powers to its executive committee.

Head office.

3. The head office of the Corporation shall be in the city of Ottawa, or elsewhere as may be fixed by by-law from time to time.

**Provisional
executive
committee.**

4. The five persons first named in section 1 of this Act shall be the provisional executive committee of the Corporation, and until the first general meeting of the Corporation may exercise on its behalf all the powers conferred by this Act on the Corporation.

**First general
meeting.**

5. The first general meeting of the Corporation shall be held within one year after the passing of this Act, at such place and time as the provisional executive committee may direct, by notice mailed to each of the incorporators one week before the holding of such general meeting.

**Executive
committee.**

6. At the first general meeting of the Corporation, and at each subsequent annual general meeting, the Corporation shall elect an executive committee from among its members, in manner provided by the by-laws of the Corporation from time to time in force.

By-laws.

7. The Corporation, at its first general meeting, and thereafter at any annual or special general meeting, may make, amend, or repeal by-laws and regulations for all purposes of the Corporation, and for defining and regulating—

(a) the terms and conditions of membership in the Corporation, and the rights, duties, and privileges of all classes of members;

(b) the constitution, powers, duties, quorum, term of office, and method of election of the executive committee,

and the numbers, powers, and duties of the officers of the Corporation;

(c) the time and place for holding in Canada annual and special general meetings of the Corporation, and the notice and other requirements thereof;

(d) the calling of regular and special meetings of the executive committee, the notice to be given thereof, and the quorum and procedure in all respects at or concerning such meetings;

(e) the administration and management of the affairs of the Corporation in all respects.

8. The Corporation may receive, acquire, accept, and hold real property, by grant, gift, purchase, devise, legacy, lease or otherwise, for the purposes of the Corporation; and may sell, lease, dispose of, mortgage, invest, or otherwise deal therewith in such manner as it may from time to time deem advisable for such purposes: Provided, however, that the annual value of the real estate held by the Corporation shall not at any time exceed the sum of fifty thousand dollars.

Limitation
as to real
estate.

9. The Corporation may receive and distribute any gifts, grants of money, or contributions made by the Government of Canada, or by the Government of any province of Canada, or by any municipality, incorporated body, society, or persons, and shall apply the same in accordance with the terms, provisions, and conditions of such gifts, grants, or contributions; or, if there be none such, in accordance with the objects set forth in section 2 of this Act.

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4-5 GEORGE V.

CHAP. 131.

An Act respecting Brazilian Traction Light and Power Company Limited.

[Assented to 27th May, 1914.]

WHEREAS Brazilian Traction Light and Power Company Preamble. Limited, hereinafter called "the Company," has by its petition represented that it is incorporated under the *Companies Act*, chapter 79 of the Revised Statutes, 1906, and has prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The Company may create by by-law in the manner provided in sections 47 and 48 of the *Companies Act* and issue preference shares subject to redemption by the Company as hereinafter set out. Preference shares.

2. The Company may redeem any preference shares heretofore created by it, but unless the same have been issued subject to redemption and the stock certificates for such shares contain a statement that the same are subject to redemption, such shares shall not be redeemed without the consent of each of the holders thereof. Redemption of preference shares heretofore created

3. The Company may also redeem any preference shares hereafter created by it upon the terms and in the manner set out in the by-law creating the same, but such right shall not be exercised without the consent of the holder unless notice of the right of the Company to redeem such share and the minimum price of redemption appeared in the subscription list or other application for the said share, and

unless the share certificate contains a statement to the like effect.

By-law to be
filed and
notice given.

4. Any such redemption shall be pursuant to a by-law for that purpose passed by the directors of the Company and a copy of such by-law shall be filed with the Secretary of State of Canada before the same may be acted upon. Once in each period of twelve months after the passing of such by-law if the same has been acted upon, and the capital of the Company reduced, the Company shall file with the Secretary of State of Canada and shall publish in *The Canada Gazette* a notice stating that the capital stock of the Company has been reduced, the amount of such reduction, and the amount at which the preferred capital of the Company as so reduced then stands, and a copy of such notice shall also be published by the Company in a newspaper in the place where the head office of the Company is established.

Number of
directors.

5. Notwithstanding the provisions of section 76 of the *Companies Act*, the Company may, by by-law in the manner provided in the said section, increase the number of its directors to not more than twenty.

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4-5 GEORGE V.

CHAP. 132.

An Act respecting British America Nickel Corporation Limited.

[Assented to 27th May, 1914.]

WHEREAS British America Nickel Corporation Limited, Preamble. hereinafter called "the Company," has by its petition represented that it is incorporated under The *Companies Act*, chapter 79 of the Revised Statutes, 1906, and has prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The Company may, with respect to any share which Share warrants. is fully paid up, issue under its common seal a warrant stating that the bearer of the warrant is entitled to the share or shares therein specified, and may provide, by coupons or otherwise, for the payment of the future dividends on the share or shares included in such warrant, hereinafter referred to as a "share warrant."

2. A share warrant shall entitle the bearer of such warrant Transfer. to the shares specified in it, and such shares may be transferred by the delivery of the share warrant.

3. The bearer of a share warrant shall, subject to the conditions to be determined by the directors as hereinafter provided, be entitled, on surrendering such warrant for cancellation, to have his name entered as a shareholder in the books of the Company, and the Company shall be responsible for any loss incurred by any person by reason of the Company entering in its books the name of any bearer of a share warrant in respect of the shares specified

Surrender
and cancella-
tion.

Proviso.

therein without the share warrant being surrendered and cancelled: Provided, however, that such cancellation and entry of name as a shareholder shall be made within sixty days.

Bearer as shareholder.

4. The bearer of a share warrant may, if the directors so determine, be deemed to be a shareholder of the Company within the meaning of the *Companies Act*, either to the full extent, or for such purposes as is prescribed by the directors: Provided that the bearer of a share warrant shall not be qualified in respect of the shares specified in such warrant for being a director of the Company.

Not qualified as director.

5. On the issue of a share warrant in respect of any share or shares, the Company shall strike out of its books the name of the shareholder then entered therein as holding such share, or shares, as if he had ceased to be a shareholder, and shall enter in the register the following particulars,—

Particulars.

(a) The fact of the issue of the warrant;

(b) A statement of the share, or shares, included in the warrant;

(c) The date of the issue of the warrant;

Date of surrender.

and, until the warrant is surrendered, the above particulars shall be deemed to be the particulars which are required by sections 89 and 90 of the *Companies Act*, to be entered in the books of the Company in respect of such share or shares; and on the surrender of a warrant the date of such surrender shall be entered as if it were the date at which a person ceased to be a shareholder.

Directors may vary conditions of issue.

6. The directors may determine and vary the conditions upon which share warrants shall be issued, and in particular upon which a new share warrant, or coupon, may be issued in the place of one worn out, defaced, lost or destroyed, and the conditions upon which the bearer of a share warrant shall be entitled to attend and vote at general meetings, and upon which a share warrant may be surrendered, and the name of the holder entered in the books of the Company in respect of the shares therein specified. Unless the bearer of a share warrant is entitled to attend and vote at general meetings, the shares represented by such warrant shall not be counted as part of the stock of the Company for the purposes of a general meeting. The holder of a share warrant shall be subject to the conditions for the time being in force, whether made before or after the issue of such warrant.

Preference shares.

7. The Company may create by by-law in the manner provided in sections 47 and 48 of the *Companies Act*

and issue preference shares subject to redemption by the Company as hereinafter set out.

8. The Company may redeem any preference shares Redemption. hereafter created by it upon the terms and in the manner set out in the by-law creating the same, but shall not do so without the consent of the holder unless notice of the right of the Company to redeem such share and the minimum price of redemption appeared in the subscription list or other application for the said share, and unless the share certificate contains a statement to the like effect.

9. Any such redemption shall be pursuant to a by-law for By-law filed
and notice
given. that purpose passed by the directors of the Company and a copy of such by-law shall be filed with the Secretary of State of Canada before the same may be acted upon. Once in each period of twelve months after the passing of such by-law if the same has been acted upon, and the capital of the Company reduced, the Company shall file with the Secretary of State of Canada and shall publish in *The Canada Gazette* a notice stating that the capital stock of the Company has been reduced, the amount of such reduction, and the amount at which the preferred capital of the Company as so reduced then stands, and a copy of such notice shall also be published by the Company in a newspaper in the place where the head office of the Company is established.

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4-5 GEORGE V.

CHAP. 133.

An Act respecting British Trust Company.

[Assented to 3rd April, 1914.]

WHEREAS the British Trust Company has by its petition 1912, c. 70. prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Section 18 of chapter 70 of the statutes of 1912 S. 18
intituled *An Act to incorporate British Trust Company* is ^{amended.} amended by substituting the word "four" for the word ^{Forfeiture} "two" wherever the word "two" occurs in the said section. ^{for non-user.}

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4-5 GEORGE V.

CHAP. 134.

An Act respecting The Bronson Company.

[Assented to 27th May, 1914.]

WHEREAS The Bronson Company has by its petition 1888, c. 103; 1899, c. 96. prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Section 6 of chapter 96 of the statutes of 1899 is 1899, c. 96 amended.

2. In addition to the powers conferred by sections 6 and 7 of chapter 103 of the statutes of 1888 the directors may from time to time if authorized by by-law, sanctioned by a vote of at least two-thirds in value of the subscribed stock of the Company, represented at a general meeting duly called for considering the same,—

(a) issue bonds, debentures, or other securities of the Bonds, etc.

Company for sums not less than one hundred dollars each, in excess of the amount limited by section 7 of chapter 103 of the statutes of 1888, and pledge or sell the same for such sums and at such prices as may be deemed expedient: Provided that such bonds, debentures and other securities may be for sums not less than twenty pounds sterling, five hundred francs, or four hundred marks, or for sums not less than the nearest equivalent in round figures of other money to one hundred dollars in Canadian currency; and provided further that certificates of debenture stock, transferable on a register only may be issued for such amounts in Canadian currency, sterling, or other money as the directors may determine;

Mortgages.

(b) hypothecate, mortgage or pledge the real or personal property of the Company, or both, to secure any such bonds, debentures, or other securities, and any money borrowed for the purpose of the Company.

Bills and notes.

2. Nothing in this section contained shall limit or restrict the borrowing of money by the Company on bills of exchange or promissory notes made, drawn, accepted or endorsed by or on behalf of the Company.

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4-5 GEORGE V.

CHAP. 135.

An Act to incorporate The Canadian Press Association.

[Assented to 27th May, 1914.]

WHEREAS the persons hereinafter named have by their petition represented that they and their predecessors and others since the year 1859 have been associated together under the name of The Canadian Press Association; And whereas the said persons have by their said petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. H. B. Donly, J. R. Bone, W. M. O'Briene, W. E. Smallfield, J. M. Imrie, J. H. Cranston, W. G. Rook, William Findlay, W. A. Fry, J. F. MacKay, V. E. Morrill, J. H. Woods, W. R. Givens, W. J. Taylor and such others as are now members of the Association mentioned in the preamble, and such others as hereafter become members thereof are incorporated under the name of "The Canadian Press Association," hereinafter called "the Association." Preamble.
Incorporation.
Name.

2. The present officers and members of the committees of the unincorporated Association shall, subject to the by-laws of the unincorporated Association, continue to hold their offices until their successors shall have been elected, in accordance with the provisions of this Act. Officers continued.

3. The head office of the Association shall be in the city of Toronto, in the province of Ontario. Head office.

4. The Association shall be governed by a board of directors to be chosen in such manner from time to time as may be determined by the by-laws of the Association. Board of directors.

Officers.

2. The officers of the Association shall be chosen in such manner from time to time as may be provided by the by-laws of the Association.

Objects.

5. The purposes of the Association shall be as follows:—

To elevate the standard of newspaper writing and newspaper publishing in Canada; to foster the business and business interests of its members; to procure and diffuse among its members information as to the standing and character of persons, firms and corporations with whom the members are or may be in future doing business; to promote a more enlarged and friendly intercourse between its members; to secure freedom from unjust and unlawful exactions; to settle differences between members and others; to negotiate, execute and guarantee agreements with local, national or international bodies of employees; to protect its members from irresponsible customers; to carry on the business of printing and of publishing newspapers and periodicals, and manufacturing, buying, selling and otherwise providing its members with machinery, apparatus, material, supplies, information and assistance in the business of printing and publishing; and to do all such other and further lawful acts and things relating thereto or otherwise which may be found necessary or expedient.

Branches.

6. Subject to the constitution and by-laws of the Association, branches may be established in Canada under such title and designation and subject to such conditions and provisions and with such powers as the Association may determine by by-law: Provided, however, that such powers shall not be in excess of those conferred on the Association by this Act.

By-laws.

7. The Association may make such rules and by-laws as it deems necessary for the government and management of its business and affairs and for the guidance of its officers and members, and in respect to qualification, admission and expulsion of members; the fees and dues to be imposed; the control and management of its funds; the number, constitution and powers of its officers and committees, the holding of meetings and generally for regulating every matter and thing proper to be done for the good of the Association and the furthering of its objects and purposes.

Property.

8. The Association may, for the purpose of carrying out the objects defined in section 5,—

(a) subject to provincial laws, acquire by purchase, lease, gift, legacy or otherwise, and own and hold any real and personal estate and property, rights or privileges,

leges, and sell, manage, develop, lease, mortgage, dispose of, or otherwise deal therewith in such manner as may be determined: Provided that the value of the real estate held by the Association shall not exceed the sum of one hundred thousand dollars;

(b) make, accept, draw, endorse and execute bills of exchange, promissory notes and other negotiable instruments;

(c) invest the surplus funds of the Association in such manner and upon such securities as may be determined;

(d) borrow money as and when required for the purposes of the Association;

(e) do such other lawful acts and things as are incidental or conducive to the attainment of the objects of the Association.

9. No member of the Association shall by reason of such liability, membership be or become personally liable for any of its debts or obligations.

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4-5 GEORGE V.

CHAP. 136.

An Act respecting The Grand Council of the Catholic Mutual Benefit Association of Canada.

[Assented to 12th June, 1914.]

WHEREAS The Grand Council of the Catholic Mutual Benefit Association of Canada has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Chapter 90 of the statutes of 1893, as amended by 1893, c. 90;
chapter 77 of the statutes of 1905, is hereby further amended 1905, c. 77;
by adding thereto the following sections:— 1910, c. 32,
s. 188.

“**18.** Notwithstanding anything contained in the contract of insurance to the contrary the grand trustees may, at any times before the first of July, 1916, increase the amount of the assessments payable by the members admitted to the Association before the 1st November, 1907, to any amount which the grand trustees may deem necessary to make the Association actuarially solvent: Provided that such increased rates shall not exceed the net premium rates on the bases of the National Fraternal Congress Table of Mortality with interest at four per cent applicable to the ages of the members attained at the times when such rates become effective.

“**19.** The members of the Association admitted before the 1st November, 1907, shall be bound by and be liable to pay such increased assessments to the same extent and subject to the same penalties and losses as if they had contracted in their certificates to pay the same.

“**20.** To make the Association actuarially solvent the grand trustees in the name of the Association may make any contract with its members for increasing the rates,

Power to
vary
certain
contracts
of insurance.

Liability of
members
under varied
contracts.

Power to
contract for
certain
purposes.

reducing the amount payable on certificates of insurance, securing liens on certificates of insurance, or converting life contracts into term contracts of insurance, as they may deem necessary in the interests of the Association."

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4-5 GEORGE V.

CHAP. 137.

An Act respecting The Eastern Canada Savings and Loan Company, Limited, and to change its name to "The Eastern Canada Savings and Loan Company."

[Assented to 12th June, 1914.]

WHEREAS The Eastern Canada Savings and Loan Company, Limited, has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The name of The Eastern Canada Savings and Loan Company, Limited, hereinafter called "the Company," is changed to "The Eastern Canada Savings and Loan Company," but such change of name shall not in any way impair, alter or affect the rights or liabilities of the Company, nor in any way affect any suit or proceeding now pending, or judgment existing, either by, or in favour of, or against the Company, which, notwithstanding such change in the name of the Company, may be prosecuted, continued, completed and enforced as if this Act had not been passed.

2. The Company may act as an agency association for the interest and on behalf of others who intrust it with money for that purpose, and may, either in the name of the Company or of such others, lend and advance money to any person or any board or body of trustees or commissioners, upon such securities as are mentioned in section 61 of the *Loan Companies Act* passed at the present session of Parliament and may purchase and acquire any securities on which it is authorized to advance money, and re-sell the same.

Enforcement of agreements. 2. The conditions and terms of such loans and advances and of such purchases and re-sales, may be enforced by the Company for its benefit, and for the benefit of the person or authority for whom such money has been lent and advanced, or such purchase or re-sale made; and the Company shall have the same powers in respect of such loans, advances, purchases and sales as are conferred upon it in respect of loans, advances, purchases and sales made from its own capital.

Guarantees. 3. The Company may also guarantee the repayment of the principal or the payment of the interest, or both, of any moneys intrusted to the Company for investment.

Employment of capital. 4. The Company may, for every or any of the foregoing purposes lay out and employ the capital and property, for the time being, of the Company, or any part of the moneys authorized to be raised by the Company, in addition to its capital for the time being, or any moneys so intrusted to it as aforesaid, and may do, assent to and exercise all acts whatsoever which, in the opinion of the directors of the Company for the time being, are requisite or expedient to be done in regard thereto.

Money guaranteed deemed to be borrowed. 5. All moneys of which the repayment of the principal or payment of interest is guaranteed by the Company shall, for the purposes of this Act, be deemed to be money borrowed by the Company.

**R.S., c. 79,
s. 165
not to apply.** 3. Section 165 of the *Companies Act*, chapter 79 of the Revised Statutes of Canada, 1906, shall not apply to the Company.

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4-5 GEORGE V.

CHAP. 138.

An Act respecting W. C. Edwards and Co., Limited.

[Assented to 27th May, 1914.]

WHEREAS W. C. Edwards and Co., Limited, have by 1892, c. 72; their petition prayed that it may be enacted as 1901, c. 98. hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Section 7 of chapter 72 of the statutes of 1892 is hereby 1892, c. 72,
repealed and the following is substituted therefor:— s. 7 amended.

“7. If authorized by by-law, sanctioned by a vote of not less than two-thirds in value of the subscribed stock of the Company represented at a general meeting duly called for considering the by-law, the directors may from time to time:—

- (a) borrow money upon the credit of the Company; On credit.
- (b) limit or increase the amount to be borrowed; Amount.
- (c) issue bonds, debentures or other securities of the Company for sums not less than one hundred dollars each, and pledge or sell the same for such sums and at such prices as may be deemed expedient: Provided that such bonds, debentures or other securities may be for sums not less than twenty pounds sterling, five hundred francs, or four hundred marks, or for sums not less than the nearest equivalent in round figures of other money to one hundred dollars in Canadian currency;

(d) hypothecate, mortgage, or pledge the real or personal property of the Company, or both, to secure any such bonds, debentures or other securities, and any money borrowed for the purposes of the Company.

Bills and
notes.

"2. Nothing in this section contained shall limit or restrict the borrowing of money by the Company on bills of exchange or promissory notes made, drawn, accepted, or endorsed by or on behalf of the Company."

S. 2 amended.

2. Section 2 of the said chapter 72 is hereby amended by inserting immediately after subsection 5 thereof, the following as subsection 5a:—

Subsection
5a added.

"5a. And also, for the purposes of its undertaking, the Company may manufacture or acquire, but not by expropriation, electric and other power or energy, and receive, transform, transmit, distribute and supply such power or energy in any form, and dispose of the surplus thereof, and collect rates and charges therefor: Provided always that the rights, powers and privileges hereby conferred upon the Company to distribute, sell and dispose of electrical energy for light, heat and power, when exercised outside the property of the Company, shall be subject to all provincial and municipal laws and regulations in that behalf; and provided also that in any province where there is no provincial authority to regulate the rates and charges for light, heat and power, such rates and charges shall be subject to the approval of the Board of Railway Commissioners for Canada, which may revise the same from time to time; and provided further, that nothing in this subsection shall authorize the Company to construct or operate any lines for the purpose of distributing electricity for lighting, heating or motor purposes, or disposing of surplus power generated by the Company's works and not required for the undertaking of the Company, upon, along or across any highway or public place, without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway or public place pursuant to any provincial laws relating to the passing of such by-laws, and upon terms to be agreed on with such municipality."

Electric and
other power.

Subject to
provincial
and municipi-
pal laws.

Railway
Board.

Consent of
municipali-
ties.

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4-5 GEORGE V.

CHAP. 139.

An Act respecting Interurban Company, Limited, and to change its name to "Rio de Janeiro and Sao Paulo Telephone Company."

[Assented to 27th May, 1914.]

WHEREAS Interurban Company, Limited, has by its Preamble. petition represented that it is incorporated under the *Companies Act*, chapter 79 of the Revised Statutes, 1906, and has prayed that it be enacted as hereinafter set forth, *Canada Gazette*, February 7th, 1914. Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The name of Interurban Company, Limited, herein-
after called "the Company," is changed to "Rio de Janeiro
and Sao Paulo Telephone Company," but such change of
name shall not in any way impair, alter or affect the rights or
liabilities of the Company, nor in any way affect any suit or
proceeding now pending, or judgment existing, either by, or
in favour of, or against the Company, which, notwithstanding
such change in the name of the Company, may be pro-
secuted, continued, completed and enforced as if this Act
had not been passed.

2. Subject to the laws in force in the Republic of Brazil
and with such legislative, governmental, municipal or other
authority, concession, license or consent as is necessary, the
Company may, within the Republic of Brazil, survey, lay
out, construct, complete, equip, maintain and operate, and
extend, remove and change as required, telegraph and tele-
phone lines and works in connection therewith; also double
or single iron or steel railways and branches, side tracks,
turnouts, Railways.

Tramways.

turnouts and appurtenances and tramways for the passage of cars, carriages and other vehicles adapted thereto, upon and along streets, highways and other public places, and upon and along lands purchased, leased or otherwise acquired by the Company; and allow the use of the said telephone and telegraph lines, railways and other works by lease, license or otherwise for reward; and take, transmit, and carry, for reward, messages, telegrams, passengers, and freight, including mails, express and other freight, upon or by means thereof, by steam, pneumatic, electric or other power, or by a combination of them or any of them; and also may there acquire, by purchase, lease or otherwise, upon such terms and conditions as are agreed upon, and operate, for reward, any existing or future lines of telephone, telegraph, railway or tramway; and for all or any of the purposes aforesaid, the Company may enter into and carry out such contracts, concessions and agreements as it thinks necessary.

Carriers.

Acquisition
of properties
of other
companies.

3. The Company may, with respect to any share which is fully paid up, issue under its common seal a warrant stating that the bearer of the warrant is entitled to the share or shares therein specified, and may provide, by coupons or otherwise, for the payment of the future dividends on the share or shares included in such warrant, hereinafter referred to as a "share warrant."

Transfer.

4. A share warrant shall entitle the bearer of such warrant to the shares specified in it, and such shares may be transferred by the delivery of the share warrant.

Surrender
and can-
cellation.

Proviso.

Bearer as
shareholder.Not qualified
as director.

5. The bearer of a share warrant shall, subject to the conditions to be determined by the directors as hereinafter provided, be entitled, on surrendering such warrant for cancellation, to have his name entered as a shareholder in the books of the Company, and the Company shall be responsible for any loss incurred by any person by reason of the Company entering in its books the name of any bearer of a share warrant in respect of the shares specified therein without the share warrant being surrendered and cancelled: Provided, however, that such cancellation and entry of name as a shareholder shall be made within sixty days.

6. The bearer of a share warrant may, if the directors so determine, be deemed to be a shareholder of the Company within the meaning of the *Companies Act*, either to the full extent, or for such purposes as is prescribed by the directors: Provided that the bearer of a share warrant shall not be

qualified in respect of the shares specified in such warrant for being a director of the Company.

7. On the issue of a share warrant in respect of any share or shares, the Company shall strike out of its books the name of the shareholder then entered therein as holding such share, or shares, as if he had ceased to be a shareholder, and shall enter in the register the following particulars:— Entries in register.

- (a) the fact of the issue of the warrant;
- (b) a statement of the share, or shares, included in the warrant;

(c) the date of the issue of the warrant;

and, until the warrant is surrendered, the above particulars shall be deemed to be the particulars which are required, by sections 89 and 90 of the *Companies Act*, to be entered in the books of the Company in respect of such share, or shares; and on the surrender of a warrant the date of such surrender shall be entered as if it were the date at which a person ceased to be a shareholder. Date of surrender.

8. The directors may determine and vary the conditions upon which share warrants shall be issued, and in particular upon which a new share warrant, or coupon may be issued in the place of one worn out, defaced, lost or destroyed, and the condition upon which the bearer of a share warrant shall be entitled to attend and vote at general meetings, and upon which a share warrant may be surrendered and the name of the holder entered in the books of the Company in respect of the shares therein specified. Unless the bearer of a share warrant is entitled to attend and vote at general meetings the shares represented by such warrant shall not be counted as part of the stock of the Company for the purposes of a general meeting. The holder of a share warrant shall be subject to the conditions for the time being in force, whether made before or after the issue of such warrant. Directors may vary conditions of issue.

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4-5 GEORGE V.

CHAP 140.

An Act respecting The McClary Manufacturing Company.

[Assented to 3rd April, 1914.]

WHEREAS The McClary Manufacturing Company has ^{1882, c. 116;} ^{1901, c. 107;} ^{1911, c. 113.} by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada enacts as follows:—

1. Chapter 116 of the statutes of 1882 is amended by ^{Sections added.} adding thereto the following sections:—

“ **16.** The directors may invest a sum not exceeding one hundred and fifty thousand dollars in the purchase of steam or other vessels, or in shares in steam or other vessels, and may charter and dispose of such vessels, or such shares in such vessels.

“ **17.** The directors may invest the moneys of the Company in the purchase of lands, and the erection of dwelling houses thereon for the Company’s workmen, and may, from time to time, rent the same: Provided always that the amount invested in any year in the purchase of such lands and the erection of such dwelling houses shall not exceed twenty-five per cent of the net earnings of the Company for the previous year, and shall not exceed in all the sum of four hundred thousand dollars.”

Dwellings
for Com-
pany’s
workmen.
Proviso.



4-5 GEORGE V.

CHAP. 141.

An Act respecting Queen's University at Kingston.

[Assented to 3rd April, 1914.]

WHEREAS a petition has been presented praying that it 1912, c. 138.
be enacted as hereinafter set forth, and it is expedient
to grant the prayer of the said petition: Therefore His
Majesty, by and with the advice and consent of the Senate
and House of Commons of Canada, enacts as follows:—

1. Section 10 of the Act entitled *An Act respecting Queen's College at Kingston and to change its name to "Queen's University at Kingston,"* chapter 138 of the statutes of 1912, is amended by inserting the word "and" after the word "rector" in the second line of section 10 of the said Act and by striking out the words "and the Minister of Education for the province of Ontario," in the second and third lines of the said section, and the words "an assessor appointed by the said Minister," in the fourth and fifth lines of the said section.

2. Subsection (a) of section 11 of the said Act is hereby S. 11 amended repealed.

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4-5 GEORGE V.

CHAP. 142.

An Act respecting The University of Saskatchewan, and to change its name to "The University of Emmanuel College."

[Assented to 27th May, 1914.]

WHEREAS a petition has been presented praying that it 1883, c. 47. be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The name of The University of Saskatchewan, being ^{Name changed.} the University incorporated by chapter 47 of the statutes of Canada, 1883, hereinafter called "the University," is changed to "The University of Emmanuel College," but such change in name shall not in any way impair, alter or affect the rights or liabilities of the University, nor in any ^{Rights saved.} wise affect any suit or proceeding now pending, or judgment existing, either by, or in favour of, or against the University, which, notwithstanding such change in the name of the University, may be prosecuted, continued, completed and enforced as if this Act had not been passed.

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4-5 GEORGE V.

CHAP. 143.

An Act to incorporate *Les Sœurs de la Charité de l'Hôpital Saint Antoine de Le Pas.*

[Assented to 27th May, 1914.]

WHEREAS a number of persons, being members of *Preamble.*
“*Les Sœurs de la Charité de l'Hôtel-Dieu de St-Hyacinthe,*” have been pursuing works of charity and education in Le Pas, in the province of Manitoba; and whereas the said persons are known as “*Les Sœurs de la Charité de L'Hôpital Saint Antoine de Le Pas,*” hereinafter called “the Voluntary Association”; And whereas the persons hereinafter named, being members of the said Voluntary Association, have by their petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The Reverend Sister Peltier, *née* Dorila Peltier, Sister ^{Incorporation.} Senay, *née* Alma Archambault, Sister Desmarais, *née* Fabiola Desmarais, Sister Saint-Leon, *née* Elmire Dion, Sister Saint-Ephrem, *née* Regina Dion, together with such persons as become members of the Voluntary Association, are incorporated under the name of “*Les Sœurs de la Name.* Charité de L'Hôpital Saint Antoine de Le Pas,” hereinafter called “the Corporation.”

2. The persons named in section 1 of this Act shall be ^{Provisional} *directors.* directors of the Corporation.

3. The head office of the Corporation shall be in the ^{Head} *office.* municipality of Le Pas, in the province of Manitoba, or in such other place in Canada as may, from time to time, be determined by by-law of the Corporation.

Branches.

4. The Corporation may, from time to time, establish branches of its order at any place in the provinces of Manitoba, Saskatchewan and Alberta in Canada.

Objects.

5. The objects of the Corporation shall be works of charity, such as hospitals, orphanages, houses of refuge and other similar undertakings, and the instruction and Christian education of children, and the advancement in any other ways of education, religion, charity and benevolence; but nothing in this section contained shall be construed as conferring upon the Corporation any power to carry out the said objects as regards any matter falling within the exclusive jurisdiction of any province of Canada except by virtue of and under the laws of such province.

By-laws.

6. The Corporation may, from time to time, make by-laws for,—

- (a) the administration, management and control of the property, business and other affairs of the Corporation;
- (b) the appointment, functions, duties and remuneration of the officers, agents and servants of the Corporation;
- (c) the appointment of committees and their duties;
- (d) the calling of meetings, regular or special, of the Corporation or of committees;
- (e) the fixing of the necessary quorum and procedure in all things at such meetings.

Real estate.

7. The Corporation may acquire all lands, tenements, hereditaments and property, real or personal, and all convents, chapels and schools situated within the provinces of Manitoba, Saskatchewan and Alberta in Canada, belonging to and used, held, occupied, possessed or enjoyed by the Voluntary Association.

Acquisition of property.

8. The Corporation may purchase, or otherwise acquire and hold, any property, real or personal, corporeal or incorporeal, whatsoever, given, granted, devised or bequeathed to it, or appropriated, purchased or acquired by it in any manner or way whatsoever, for the uses and purposes of the Corporation.

Value.

2. The value of the real estate held in Canada by or in trust for the Corporation shall not exceed two million dollars.

Disposal.

3. The Corporation shall, within seven years after its acquisition of any real estate, sell or otherwise dispose of and alienate so much of such real estate as is not required for the use and occupation of the Corporation, but nothing herein contained shall be deemed in anywise to vary or otherwise affect any trust relating to such property.

9. The Corporation may also sell, convey, exchange, alienate, mortgage, lease or demise any property, real or personal, held by it, by way of investment for the uses and purposes mentioned in the next preceding section; and may also, from time to time, invest its funds or moneys, and any funds or moneys vested in or acquired by it, for the uses and purposes aforesaid, in and upon any security by way of mortgage, hypothec or charge upon real property in any part of Canada; and for the purposes of such investment may take, receive or accept mortgages or assignments thereof, whether made and executed directly to the Corporation or to any corporation, body, company or person, in trust for it; and may sell, grant, assign and transfer such mortgages or assignments, and may release and discharge such mortgages or assignments either wholly or partly.

10. The Corporation may, from time to time, borrow money at such rate of interest and upon such terms as it deems proper; and may, for such purposes, make and execute mortgages, bonds, hypotheces, debentures or other instruments under the seal of the Corporation.

11. The revenues, issues and profits of all properties held by the Corporation shall be apportioned and applied solely to the maintenance of the members of the Corporation and the construction and repair of buildings and the acquisition of property requisite for the purposes of the Corporation, and for the advancement of the objects of the Corporation.

12. In respect of any real property which, by reason of its situation or otherwise, is subject to the legislative authority of the Parliament of Canada, a license in mortmain shall not be necessary for the exercise of the powers granted by this Act; but otherwise the exercise of the said powers shall, in any province of Canada, be subject to the laws of such province as to the acquisition and holding of lands by religious corporations, in so far as such laws apply to the Corporation.

13. In so far as authorization by the Parliament of Canada is necessary, any person or corporation in whose name any property, real or personal, is held, in trust or otherwise, for the uses and purposes aforesaid, or any such person or corporation on whom any such property devolves, may, subject to the terms and conditions of any trust relating to such property, transfer such property, or any part thereof, to the Corporation to be held in such trust, if any.



4-5 GEORGE V.

CHAP. 144.

An Act respecting The Sterling Trusts Corporation.

[Assented to 3rd April, 1914.]

WHEREAS The Sterling Trusts Corporation, has by 1911, c. 144.
its petition prayed that it be enacted as hereinafter
setforth, and it is expedient to grant the prayer of the said
petition: Therefore His Majesty, by and with the advice
and consent of the Senate and House of Commons of
Canada, enacts as follows:—

1. Subsection 1 of section 6 of chapter 144 of the statutes 1911, c. 144,
of 1911, incorporating The Sterling Trusts Corporation, ^{s. 6} amended.
is amended by striking out the words “province of Saskat-
chewan” in the fifth line and substituting therefor the
words “Dominion of Canada.”

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4-5 GEORGE V.

CHAP. 145.

An Act to incorporate The General Council of the Canadian Branch of the St. John Ambulance Association.

[Assented to 12th June, 1914.]

WHEREAS The St. John Ambulance Association is Preamble. a foundation of the Grand Priory of the Order of the Hospital of St. John of Jerusalem in England, hereinafter called "the Order," which was duly incorporated by a charter granted on the fourteenth day of May, A.D. 1888, by Her late Majesty Queen Victoria; and the Order has since its incorporation formed the St. John Ambulance Brigade from certificated pupils of the St. John Ambulance Association and has divided it into two portions, that is to say the St. John Ambulance Brigade, which carries out its work within the United Kingdom of Great Britain and Ireland, and the St. John Ambulance Brigade Overseas, which carries out its work in the British Dominions Overseas, and has placed each portion under the command of an officer who is responsible to the Order, but not to the said St. John Ambulance Association; And whereas in the year 1910 a branch of the said St. John Ambulance Association was established in Canada and is known as the Canadian Branch of the St. John Ambulance Association and is governed by a council known as The Canadian General Council of the St. John Ambulance Association; And whereas a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The Hon. Mr. Justice Sir Louis Davies, K.C.M.G., Incorpora-
tion.
Ottawa, Col. the Hon. James Mason, Senator, Toronto,
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Major

Major F. C. McTavish, M.D., Vancouver, B.C., A. M. Nanton, Esq., Winnipeg, Major H. B. Yates, M.D., Montreal, George Burn, Esq., Ottawa, Frederic Cook, Esq., Ottawa, Col. Sir H. M. Pellatt, C.V.O., Toronto, W. F. Angus, Esq., Montreal, the Hon. Hewitt Bostock, Senator, Monte Creek, B.C., Lt.-Col. J. H. Burland, Montreal, Michael Clark, Esq., M.D., M.P., Red Deer, Alberta, J. L. Chabot, Esq., M.D., M.P., Ottawa, J. A. Chisholm, Esq., Halifax, C. J. Copp, Esq., M.D., Toronto, J. M. Courtney, Esq., C.M.G., I.S.O., Ottawa, Major David Donald, M.D., Victoria, B.C., George E. Drummond, Esq., Montreal, Sanford Evans, Esq., Winnipeg, Lt.-Col. J. T. Fotheringham, M.D., Toronto, W. K. George, Esq., Toronto, Lt.-Col. W. A. Grant, Montreal, F. P. Gutelius, Esq., Moncton, N.B., D. B. Hanna, Esq., Toronto, Lt.-Col. C. A. Hodgetts, M.D., Ottawa, J. Alexander Hutchison, Esq., M.D., Montreal, Col. D. T. Irwin, C.M.G., Ottawa, W. D. Brydone-Jack, Esq., M.D., Vancouver, Lt.-Col. Lacey R. Johnson, Montreal, Col. G. Carleton Jones, M.D., Ottawa, James Manuel, Esq., Ottawa, Rev. E. G. Miller, Victoria, B.C., F. Montizambert, Esq., I.S.O., M.D., Ottawa, D. McNichol, Esq., Montreal, The Hon. Wallace Nesbitt, K.C., Toronto, Col. J. L. H. Neilson, M.D., Quebec, J. F. Orde, Esq., K.C., Ottawa, J. D. Pagé, Esq., M.D., Quebec, H. L. Pavey, Esq., M.D., Montreal, C. G. Pennock, Esq., Vancouver, D. Pottinger, Esq., I.S.O., Ottawa, Col. G. S. Ryerson, M.D., Toronto, Sir Thomas Shaughnessy, K.C.V.O., Montreal, John Stanfield, Esq., M.P., Truro, N.S., Alfred Thompson, Esq., M.D., M.P., Dawson, Yukon Territory, William Trant, Esq., Regina, Sask., J. W. Ward, Esq., Edmonton, Alta., and Ira Yeo, Esq., M.D., Charlottetown, P.E.I., being the members of the present Canadian General Council of the St. John Ambulance Association, together with their successors in the corporation hereby created are hereby incorporated under the name of "The General Council of the Canadian Branch of the St. John Ambulance Association," hereinafter called "the Corporation."

Name.

Purposes.

2. The purposes of the Corporation shall be to enable the Canadian Branch of the St. John Ambulance Association to promote and carry out in Canada the objects of the said Canadian Branch, namely:—

(a) The instruction of persons in rendering first aid in cases of accidents or sudden illness, and in the transport of the sick and injured;

- (b) The instruction of persons in the elementary principles and practice of nursing, and also of hygiene and sanitation;
- (c) The manufacture and distribution by sale or presentation of ambulance material, and the formation of ambulance depots in mines, factories, and other centres of industry and traffic;
- (d) The organization of ambulance corps, invalid transport corps and nursing corps (provided that any scheme for the formation or organization of such corps be first approved by the Chapter General of the Order of the Hospital of St. John of Jerusalem in England on the recommendation being made through the authorized channel of communication); and the assistance of the St. John Ambulance Brigade Overseas within the Dominion of Canada;
- (e) And generally the promotion of instruction and carrying out of works for the relief of suffering of the sick and injured in peace and war, independently of class, nationality or denomination.

3. The Corporation may receive, acquire, accept, and hold real property by grant, gift, purchase, devise, lease or otherwise, for the purposes of the Canadian Branch of the St. John Ambulance Association, and may sell, lease, invest or otherwise dispose thereof in such manner as it may deem advisable for such purposes: Provided however that the annual value of the real estate held by the Corporation shall not exceed the sum of fifty thousand dollars.

4. The Corporation may, through the Canadian Branch of the St. John Ambulance Association, receive and distribute any votes or grants of money or contributions made by the Government of Canada or by the Government of any of the provinces of Canada or by any municipality, or by any other incorporated body or by any society or by any other person, and shall distribute the same in accordance with the terms, provisions, and stipulations, if any, of such votes, grants, or contributions; and shall in all such cases report to the donors of such moneys or contributions as soon as practicable after the distribution thereof has been effected.

5. The membership of the Corporation shall be governed and determined from time to time by the constitution, by-laws, rules and regulations of the Canadian Branch of the St. John Ambulance Association.

Resignations. **6.** Any member of the Corporation who, in accordance with the said constitution, by-laws, rules and regulations, resigns his office in the Council mentioned in the preamble of this Act or is not re-elected thereto, shall thereupon cease to be a member of the Corporation.

Limitation of powers. **7.** The Corporation shall not by virtue of this Act acquire any rights or powers not in accordance with the said constitution, by-laws, rules and regulations, save and except the powers conferred by the preceding sections of this Act; and nothing in this Act contained shall empower the Corporation to make or adopt any by-laws, rules or regulations inconsistent with the constitution, by-laws, rules or regulations of the said Order or its Departments.

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4-5 GEORGE V.

CHAP. 146.

An Act to incorporate The United Empire Loyalists' Association of Canada.

[Assented to 27th May, 1914.]

WHEREAS the United Empire Loyalist Association of Preamble. Ontario are incorporated under the Revised Statutes of Ontario, 1897, chapter 172, being *An Act respecting Benevolent, Provident and other Societies*; And whereas the said Association have by their petition prayed to be incorporated by the Parliament of Canada so that they may extend their operations to all the provinces and territories of Canada under the control of one central body, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Colonel George Sterling Ryerson, M.D., Toronto; Lieutenant-Colonel George Taylor Denison, Toronto; Lieutenant-Colonel George Alexander Shaw, Toronto; Sir John Beverly Robinson, Bart., Edgewater, New Jersey; Sir Charles Hibbert Tupper, K.C., Vancouver; Sir Allen Aylesworth, K.C., Toronto; Major W. Napier Keefer, Toronto; The Reverend Canon Alexander Wellesley Macnab, Toronto; Lieutenant-Colonel William Hamilton Merritt, Toronto; His Honour Hedley Clarence Taylor, Edmonton; George Durnford, Montreal; Rufus Shorey Neville, K.C., Toronto; Mary E. Dignam, Toronto; John Stewart Carstairs, Toronto; Allen Ross Davis, Toronto; Charles Egerton Maedonald, Toronto; Helen M. Merril, Toronto; Victor A. Hall, Toronto; Alfred Brown, Halifax; George H. Ham, Montreal; John Alexander Macdonell, K.C., Alexandria; Albert J. Hill, New Westminster; J. J. Gregory, Lacombe; Arthur Edmund Preston Hill, C.E., Vancouver;

Name.

Vancouver; Eugene Alexander Maclaurin, Toronto; H. S. Seaman, Winnipeg, and their associates and successors are hereby created a body corporate and politic by the name of "The United Empire Loyalists' Association of Canada," hereinafter called "the Association."

Head office.

2. The head office of the Association shall be in the city of Toronto, in the province of Ontario.

Purposes.

3. The purposes of the Association shall be:—

- (a) to unite together, irrespective of creed or political party, the descendants of those families who, during the American revolutionary war of 1775 to 1783, sacrificed their homes in retaining their loyalty to the British Crown; and to perpetuate this spirit of loyalty to the Empire;
- (b) to preserve the history and traditions of that important epoch in Canadian history by rescuing from oblivion the history and traditions of the loyalist families before it is too late;
- (c) To collect together in a suitable place the portraits, documents, books, weapons, flags, monuments, memorials and all other articles and things relating to the United Empire Loyalists, which are now scattered throughout Canada and elsewhere;
- (d) to publish an historical and genealogical journal or annual transactions;
- (e) to erect, construct and repair buildings, monuments, memorials and also to purchase real estate and other things that may be considered desirable to perpetuate the memory of the United Empire Loyalists.

Central council.

4. The Association shall be governed by a central council the number of whose members as well as their term of office and mode of election shall be determined by by-law of the Association.

By-laws.

5. The Association may make by-laws for the guidance of its officers and members, the control and management of its funds and generally for regulating every matter and thing proper or necessary to be done for the good of the Association and the prosecution of its objects and business.

Power to hold property.

6. Subject to provincial laws, the Association may acquire by devise, bequest, purchase, gift or lease, such real property not exceeding in the aggregate the value of fifty thousand dollars, as is required for its actual use and occupation and carrying out of its objects, and may sell, lease or otherwise dispose of the same.

7. The Association may succeed to and take over all rights and property now held and enjoyed by the Association known as the United Empire Loyalist Association of Ontario upon the consent being obtained of a majority of the members of the United Empire Loyalist Association of Ontario present at a meeting called for the purpose, of which due notice has been given, as far as practicable, to all the members of the said Association.

2. The transfer to the Association of such rights and property shall however be made subject to any liabilities due by the United Empire Loyalist Association of Ontario.

Rights of
U. E. L.
Assn.

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4-5 GEORGE V.

CHAP. 147.

An Act to incorporate The National Council of Women of Canada.

[Assented to 27th May, 1914.]

WHEREAS Rosaline Torrington and Emily Cummings, Preamble. both of the city of Toronto, in the province of Ontario, the president and the corresponding secretary, respectively, of The National Council of Women of Canada, have by their petition represented that the said Council is a voluntary association which has hitherto been devoting itself to the betterment of the conditions of women and children throughout Canada, and that the said Council has thought it advisable that it should become incorporated so that the purposes for which it exists may be more completely and effectually carried out, and that the executive committee of the said Council has authorized them to present the said petition; And whereas by the said petition they pray that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Rosaline Torrington and Emily Cummings, both of the said city of Toronto, together with such other women as, in accordance with the provisions of this Act, become associated with them in the work of the corporation hereby constituted, are hereby constituted a corporation under the name of "The National Council of Women of Canada," Name. hereinafter called "the Council."

2. The object of the Council shall be to unite in a Dominion federation, for the betterment throughout Canada of conditions pertaining to the family and the state, all

societies and associations of women interested in philanthropy, religion, education, literature, art or social reform.

Powers.

3. The Council may, for the said object,—

- (a) establish, in any part of Canada, branches of the Council to be called Local Councils, which shall be formed of federations of local societies, institutions and associations;
- (b) establish a federation with it of any nationally organized society of women formed of associations having branches in various parts of Canada, and having objects similar to that of the Council;
- (c) carry on work through committees for the gathering and spreading of information as to conditions and requirements in various parts of Canada;
- (d) inaugurate new movements when necessary for the well being of the community.

Membership.

4. The Council shall consist of,—

- (a) all persons who at the date of the passing of this Act are members in good standing of the voluntary association mentioned in the preamble of this Act, or of any branch thereof; and,
- (b) all persons who, under the provisions of the constitution and by-laws of the Council, become members thereof.

**Constitution
and
standing
orders.**

5. In so far as they are not contrary to law, nor inconsistent with the provisions of this Act, the constitution and standing orders of the voluntary association at the date of the passing of this Act shall be, respectively, the constitution and standing orders of the Council until altered or amended in the manner prescribed by this Act.

Alteration.

2. The Council may from time to time alter or amend the said constitution and standing orders in any manner not contrary to law, nor inconsistent with the provisions of this Act.

**Mode of
alteration.**

3. The constitution and standing orders shall not be altered or amended except at an annual meeting of the Council, nor unless notice of the proposed alteration or amendment has been sent to the executive committee at least three months before such meeting.

**Constitutions
of local
councils.**

6. The constitutions adopted by Local Councils must be in harmony with that of the National Council. Changes in the constitution of a local Council may be made at the annual meeting of such Local Council by a two-thirds vote of those present. Notice of the proposed changes must be sent to the executive committee of the Council

two months, and to each society belonging to the Local Council, one month, before such meeting.

7. The affairs of the Council shall be managed by an Executive committee which shall be composed of the honorary president, the advisory president, the president, the vice presidents, the presidents of the local councils and nationally organized societies in affiliation, the corresponding secretary, the recording secretary, the treasurer, and the conveners of standing committees.

8. There shall be held annually a general meeting of the Council at such place and time as the executive committee may determine. At every annual meeting a full statement of the affairs of the Council shall be presented by the executive committee, and the election of officers and conveners of standing committees shall take place.

9. The Council and every Local Council may, subject to provincial laws, acquire by purchase or lease such real property as is required for the actual use and occupation of the Council or Local Council, respectively, or to carry out the objects of the Council or of the Local Council, and may sell, lease, mortgage, or otherwise dispose thereof: Provided, however, that the annual value of the real estate held by the Council shall not exceed the sum of twenty thousand dollars, nor shall the annual value of the real estate held by any Local Council exceed the sum of ten thousand dollars.

10. Subject to the limitations contained in section 9, the Council may acquire the assets, interests, rights, credits, effects and property, movable or immovable, of the voluntary association mentioned in the preamble of this Act, subject however to existing mortgages or liens, if any, thereon; and in case of such acquisition shall be liable for and subject to and shall pay, discharge, carry out and perform all debts, liabilities, obligations and contracts of the said voluntary association.

11. The Council, each Local Council, and each nationally organized society federated with the Council, shall be respectively liable only for its own debts and obligations.



4-5 GEORGE V.

CHAP. 148.

An Act respecting a patent of John Rodger Arnoldi.

[Assented to 27th May, 1914.]

WHEREAS Johanna Arnoldi, of the city of Toronto, in Preamble. the province of Ontario, widow and executrix of the last will and testament of John Rodger Arnoldi, of the same place, mechanical engineer, has by her petition represented that she is the beneficial owner of patent number sixty-nine thousand and sixty-two, issued under the seal of the Patent Office of Canada and dated the nineteenth day of October, 1900, for improvements in exhaust ventilators, and has prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Notwithstanding anything in the *Patent Act*, or in Power to receive fees and extend term. the patent mentioned in the preamble, the Commissioner of Patents may, within three months after the passing of this Act, receive from the said Johanna Arnoldi an application for a certificate of payment of further fees, and the usual fees for the remainder of the term of eighteen years from the date thereof, and may grant and issue to the said Johanna Arnoldi the certificate of payment of further fees provided for by the *Patent Act*, and an extension R.S., c. 69. of the term of duration of the said patent, in as full and ample a manner as if the application therefor had been duly made and the fees paid within twelve years from the date of the issue of the said patent.

2. If any person has, in the period between the expiry Certain rights saved. of twelve years from the date of the said patent, and the thirty-first day of January, nineteen hundred and fourteen,

commenced to construct, manufacture, use or sell in Canada the invention covered by the said patent, such person may continue to construct, manufacture, use or sell the said invention in as full and ample a manner as if this Act had not been passed.

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4-5 GEORGE V.

CHAP. 149.

An Act respecting the patent of Auto Wheels Limited.

[Assented to 27th May, 1914.]

WHEREAS Auto Wheels Limited have by their petition Preamble. represented that they are the assignees of Arthur William Wall, the holder of a Canadian Patent Number 125178, for useful improvements in motor attachments for velocipedes, dated the nineteenth day of April, 1910; and have prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Notwithstanding anything in the *Patent Act*, or Extension of time. in the patent mentioned in the preamble, the failure to construct or manufacture in Canada the invention patented under the said patent shall not be deemed to have affected or to affect the validity of the said patent, but the time for R.S., c. 69. such construction or manufacture shall be deemed to have been duly extended up to the end of one year from the passing of this Act, and such extension shall have the same effect as if applied for and granted within the time prescribed by the *Patent Act*.

2. If any person has, in the period between the expiry Certain rights saved. of two years from the date of the said patent, and the tenth day of October, nineteen hundred and thirteen, commenced to construct, manufacture, use or sell in Canada the invention covered by the said patent, such person may continue to construct, manufacture, use or sell the said invention in as full and ample a manner as if this Act had not been passed.

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4-5 GEORGE V.

CHAP. 150.

An Act respecting certain patents of the F. N. Burt Company, Limited.

[Assented to 12th June, 1914.]

WHEREAS the F. N. Burt Company, Limited, of the Preamble. city of Toronto, Ontario, has by its petition represented that it is a company duly incorporated under *The Ontario Companies Act*, having its chief place of business at number 53 King Street West, in the said city, and that it is the holder of patents numbered, respectively, sixty-nine thousand two hundred and thirty-five, sixty-nine thousand two hundred and thirty-six, sixty-nine thousand two hundred and thirty-seven, and sixty-nine thousand two hundred and thirty-eight, issued under the seal of the Patent Office of Canada and dated the sixth day of November, nineteen hundred, for improvements in manifold-order-books; that it is also the holder of a patent numbered seventy thousand and fourteen, issued under the seal of the Patent Office of Canada and dated the twenty-ninth day of January, nineteen hundred and one, for a manifold-sales-pad and holder; that the said patents have expired by reason of the non-payment of the fees required by the *Patent Act*; and whereas the R.S., c. 69. said Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Notwithstanding anything in the *Patent Act*, or in the patents mentioned in the preamble, the Commissioner of Patents may, within three months after the passing of this Act, receive from the holder of any or all of the said patents payment of the partial fee required by the said

Power to
receive fees
for further
term.

R.S., c. 69.
s. 23. Act for the further term of six years, and such payment in each case shall avail to the same extent as if it had been made within the term for which the partial fee has been paid.

Certain
rights saved.

2. If any person has, in the period between the expiry of twelve years from the date of any such patent and the seventh day of March, nineteen hundred and fourteen, commenced to construct, manufacture, use or sell in Canada the inventions covered by that patent, or has installed or commenced to install machinery for the manufacture of the said inventions, such person may continue to construct, manufacture, use or sell the inventions in as full and ample a manner as if this Act had not been passed.

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4-5 GEORGE V.

CHAP. 151.

An Act respecting a patent of Frederick Sinclair Corrigan.

[Assented to 12th June, 1914.]

WHEREAS Frederick Sinclair Corrigan, of the city of ^{Preamble.} Toronto, in the province of Ontario, has by his petition represented that he is the owner of the patent, Number 102967, issued under the seal of the Patent Office of Canada and dated the eighth day of January, 1907, for improvements in machines for making pipe elbows, and that the partial fee for a second term of six years was not paid before the termination of the term of six years from the date of the said patent, and has prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Notwithstanding anything in the *Patent Act*, or in the patent mentioned in the preamble, the Commissioner of Patents may, within three months after the passing of this ^{Power to receive fees and extend term.} *Act*, receive from the said Frederick Sinclair Corrigan an application for a certificate of payment of further fees and the usual fees for the second and third terms of the said patent, and may grant and issue to the said Frederick Sinclair Corrigan the certificate of payment of further fees ^{R.S., o. 69.} provided for by the *Patent Act*, and an extension of the term of duration of the said patent, in as full and ample a manner as if the application therefor had been duly made and the fees paid within six years from the date of the issue of the said patent.

2. If any person has, in the period between the expiry of six years from the date of the said patent, and the twenty-

^{Certain rights saved}

second day of April, nineteen hundred and fourteen, commenced to construct, manufacture, use or sell in Canada the invention covered by the said patent, such person may continue to construct, manufacture, use or sell the said invention in as full and ample a manner as if this Act had not been passed.

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4-5 GEORGE V.

CHAP. 152.

An Act respecting a certain patent of Rudolf Goldschmidt.

[Assented to 27th May, 1914.]

WHEREAS Rudolf Goldschmidt, of Darmstadt, Germany, Preamble has, by his petition represented that he is the owner of a patent, Number 123578, issued under the seal of the Patent Office of Canada, on the first day of February, A.D. 1910, for method of producing electric currents, and has prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Notwithstanding anything in the *Patent Act*, or in the patent mentioned in the preamble, the Commissioner of Patents may, within three months after the passing of this Act, receive a petition for and may make an order for variation of conditions of manufacture. that the said patent, instead of being subject to the conditions set forth in paragraph (a) of section 38 of the *Patent Act*, shall be subject to the conditions set forth in paragraphs (a), (b), (c), and (d) of section 44 of the *Patent Act*; and the said patent shall not be held invalid by reason of the failure of the patentee to comply with the conditions of paragraph (a) of section 38 of the *Patent Act*.

2. If any person has, in the period between the expiry of two years from the date of the said patent and the seventeenth day of January, A.D. 1914, commenced to construct, manufacture, use or sell in Canada, the invention covered by the said patent, such person may continue to construct, manufacture, use or sell such invention in as full and ample a manner as if this Act had not been passed.

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4-5 GEORGE V.

CHAP. 153.

An Act respecting the patent of The National Wood Distilling Company.

[Assented to 27th May, 1914.]

WHEREAS The National Wood Distilling Company of Preamble. Wilmington, in the state of North Carolina, one of the United States, and Harry C. Moore of Blairmore, in the province of Alberta, have by their petition represented that the said The National Wood Distilling Company is the owner and the said Harry C. Moore is the licensee of a certain patent issued under the seal of the Patent Office, namely, number one hundred and six thousand, nine hundred and thirty-one, for a process of Destructive Distillation of Wood, and have prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Notwithstanding anything in the *Patent Act* or in the Power to receive fees and extend term. patent mentioned in the preamble, the Commissioner of Patents may within three months from the passing of this Act receive from the holders of the said patent an application for certificates of payment of further fees and the usual fees for one or more terms of the said patent, and may grant and issue to such holders certificates of the payment of further fees provided for by the *Patent Act* and R. S. s. 69. extensions of the terms or duration of the said patent in as full and ample a manner as if the application therefor had been duly made within the first six years from the date of the said patent.

2. If any person has, within the period between the expiry of two years from the date of the said patent and the twentieth

Certain rights saved.

day

day of December, 1913, commenced to construct, manufacture, use or sell in Canada the invention covered by the said patent, such person may continue to construct, manufacture, use or sell the said invention in as full and ample a manner as if this Act had not been passed.

Extension of time.

3. Notwithstanding anything in the *Patent Act* or in the patent mentioned in the preamble, the failure to construct or manufacture in Canada the invention patented under said patent shall not be deemed to have affected the validity of the said patent, but the time for such construction or manufacture shall be deemed to have been duly extended to the end of one year from the passing of this Act, and such extention of time shall have the same effect as if applied for and granted within the time prescribed by the *Patent Act*.

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4-5 GEORGE V.

CHAP. 154.

An Act respecting certain patents of Thomas Leopold Willson.

[Assented to 27th May, 1914.]

WHEREAS Thomas Leopold Willson, of the city of Ottawa Preamble., in the county of Carleton, province of Ontario, manufacturer, has by his petition represented that he is the holder of certain patents issued under the seal of the Patent Office of the Dominion of Canada, namely:—

Number 125530, granted May 10th, 1910, for improvement in methods of obtaining nitrogen and making compounds therefrom;

Number 125837, granted May 24th, 1910, for improvement in processes to obtain alkali metal compounds from minerals containing alkalies;

Number 139714, granted April 9th, 1912, for improvement in processes for separating phosphoric acid from natural phosphates;

Number 139715, granted April 9th, 1912, for improvement in processes for separating phosphoric acid from natural phosphates;

Number 141977, granted July 30th, 1912, for improvement in method of drying monocalcic phosphate and the like;

Number 144739, granted December 17th, 1912, for improvement in processes for separating phosphoric acids from natural phosphates;

Number 144890, granted December 24th, 1912, for improvement in methods of drying phosphate materials and the like;

Number 148482, granted June 10th, 1913, for improvement in method of manufacturing by-product from phosphate rock slag;

And whereas he has by his petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty,

by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Authority
for variation
of conditions
of manufac-
ture.

R.S., c. 69,
ss. 38, 44.

Certain
rights saved.

1. Notwithstanding anything in the *Patent Act*, or in the patents mentioned in the preamble, the Commissioner of Patents may, within three months after the passing of this Act, receive petitions for the making of, and may make, orders that all or any of the said patents, instead of being subject to the conditions set forth in paragraph (a) of section 38 of the *Patent Act*, shall be subject to the conditions set forth in paragraphs (a), (b), (c), (d), of section 44 of the *Patent Act*.

No lapse.

2. None of the said patents shall be deemed to have lapsed by reason of non-compliance by the patentee with the provisions of paragraph (a) of section 38 of the *Patent Act*; if however, any person has, in the period between the expiry of two years from the date of any of the said patents, and the twenty-seventh day of December, one thousand nine hundred and thirteen, commenced to construct, manufacture, use or sell in Canada, the invention covered by such patent, and if the patentee or his legal representatives have not, with respect to such patent, complied with the provisions of section 38 of the *Patent Act*, such person may continue to construct, manufacture, use or sell such invention in as full and ample a manner as if this Act had not been passed.

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4-5 GEORGE V.

CHAP. 155.

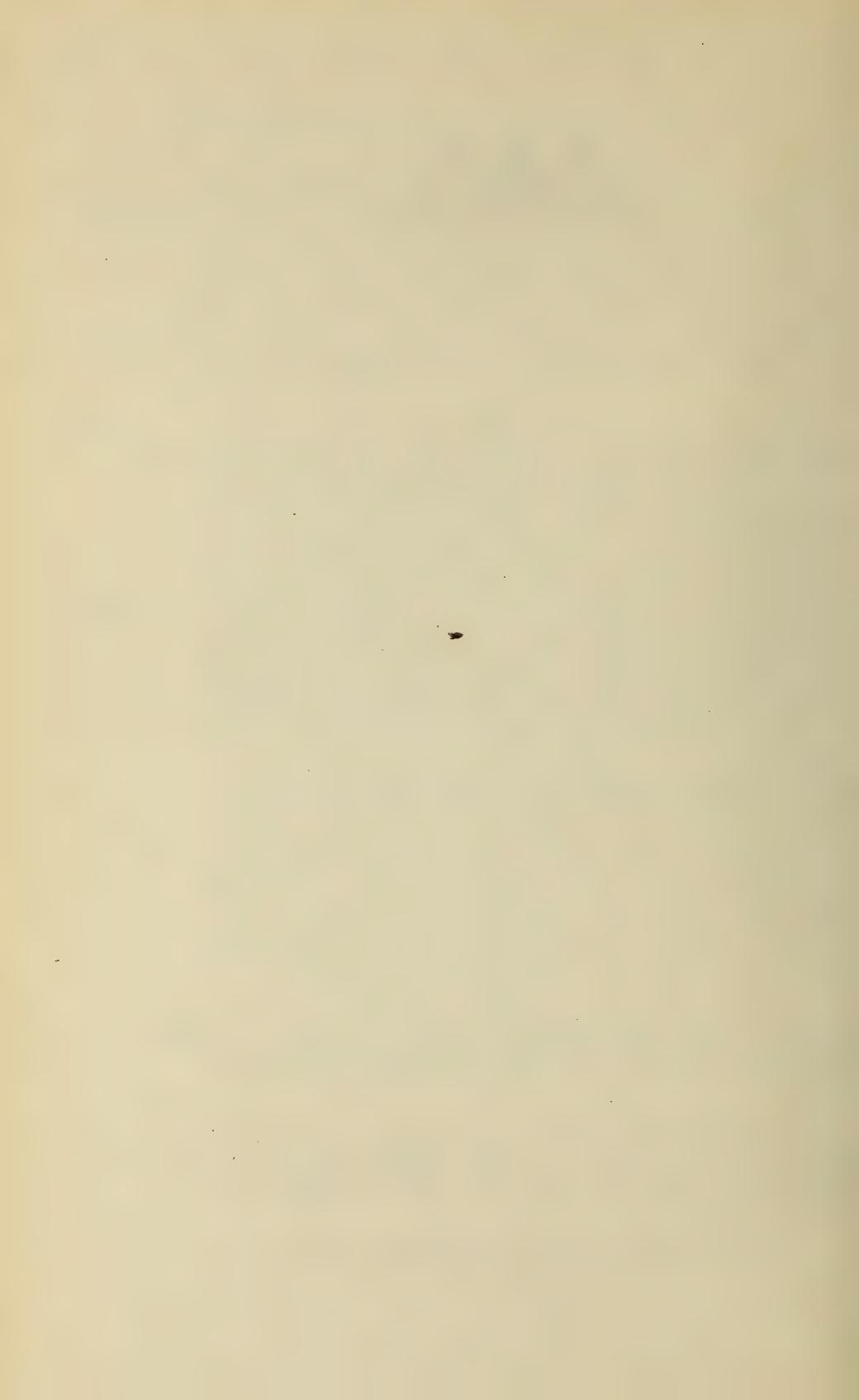
An Act for the relief of Eva Jane Bateman.

[Assented to 27th May, 1914.]

WHEREAS Eva Jane Bateman, presently residing at Preamble. Beaverton, in the province of Ontario, wife of John Henry Bateman, presently residing at the city of Niagara Falls, in the state of New York, one of the United States of America, has by her petition alleged, in effect, that they were lawfully married on the twenty-third day of December, A.D. 1891, at the village of Bolsover, in the said province of Ontario, she then being Eva Jane Jewell, a spinster; that the legal domicile of the said John Henry Bateman was then and is now in Canada; that in A.D. 1897 he deserted her and has, since then, committed adultery on divers occasions; that she has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by her petition she has prayed for the passing of an Act dissolving her said marriage, authorizing her to marry again, and affording her such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of her petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The said marriage between Eva Jane Jewell and John Henry Bateman, her husband, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever. Marriage dissolved.

2. The said Eva Jane Jewell may at any time hereafter marry any man whom she might lawfully marry if the said marriage with the said John Henry Bateman had not been solemnized. Right to marry again.





4-5 GEORGE V.

CHAP. 156.

An Act for the relief of Henry Elmer Bicknell.

[Assented to 27th May, 1914.]

WHEREAS Henry Elmer Bicknell, of the city of Toronto, ^{Preamble.} in the province of Ontario, student, has by his petition alleged, in effect, that on the twenty-second day of May, A.D. 1909, at the said city of Toronto, he was lawfully married to Sadie Moore Vancy McWhinney; that she was then of the said city of Toronto, a spinster; that his legal domicile was then and is now in Canada; that on divers occasions since the said marriage she has committed adultery; that he has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by his petition he has prayed for the passing of an Act dissolving his said marriage, authorizing him to marry again, and affording him such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of his petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The said marriage between Henry Elmer Bicknell ^{Marriage dissolved.} and Sadie Moore Vancy McWhinney, his wife, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

2. The said Henry Elmer Bicknell may at any time ^{Right to marry again.} hereafter marry any woman he might lawfully marry if the said marriage with the said Sadie Moore Vancy McWhinney had not been solemnized.



4-5 GEORGE V.

CHAP. 157.

An Act for the relief of Gertrude Carmen Birks.

[Assented to 27th May, 1914.]

WHEREAS Gertrude Carmen Birks, presently residing Preamble. at the city of Montreal, in the province of Quebec, wife of John Harold Birks, of the said city of Montreal, manufacturers' agent, has by her petition alleged, in effect, that they were lawfully married on the twenty-first day of November, A.D. 1911, at the city of Westmount, in the said province, she then being Gertrude Carmen Blakely, spinster; that the legal domicile of the said John Harold Birks was then and is now in Canada; that he committed adultery with Rose McMartin, at the city of Toronto, in the province of Ontario, in the month of January, A.D. 1913, and at the city of Montreal, in the province of Quebec, on divers occasions between the month of January and the end of the month of May, A.D. 1913; that she has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by her petition she has prayed for the passing of an Act dissolving her said marriage, authorizing her to marry again, and affording her such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of her petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The said marriage between Gertrude Carmen Blakely and John Harold Birks, her husband, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever. Marriage dissolved.

Right to
marry again.

2. The said Gertrude Carmen Blakely may at any time hereafter marry any man whom she might lawfully marry if the said marriage with the said John Harold Birks had not been solemnized.

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4-5 GEORGE V.

CHAP. 158.

An Act for the relief of Georgina Beatrice Boyd.

[Assented to 12th June, 1914.]

WHEREAS Georgina Beatrice Boyd, presently residing ^{Preamble.} at the city of Montreal, in the province of Quebec, wife of George Boyd, of the said city of Montreal, sales agent, has by her petition alleged, in effect, that they were lawfully married on the thirteenth day of September, A.D. 1904, at the said city of Montreal, she then being Georgina Beatrice Harte, spinster; that the legal domicile of the said George Boyd was then and is now in Canada; that on divers occasions since the month of July, A.D. 1912, he has committed adultery; that she has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by her petition she has prayed for the passing of an Act dissolving her said marriage, authorizing her to marry again, and affording her such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of her petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The said marriage between Georgina Beatrice Harte ^{Marriage dissolved.} and George Boyd, her husband, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

2. The said Georgina Beatrice Harte may at any time ^{Right to marry again} hereafter marry any man whom she might lawfully marry if the said marriage with the said George Boyd had not been solemnized.



4 - 5 GEORGE V.

CHAP. 159.

An Act for the relief of Frederick Joseph Campbell.

[Assented to 12th June, 1914.]

WHEREAS Frederick Joseph Campbell, of Windsor Mills, Preamble. in the province of Quebec, paper manufacturer, has by his petition alleged, in effect, that on the twenty-fifth day of June, A.D. 1898, at the city of Toronto, in the province of Ontario, he was lawfully married to Kathleen Coates; that she was then of the said city of Toronto, a spinster; that his legal domicile was then and is now in Canada; that in the year 1911 she deserted him and, in the state of South Dakota, one of the United States of America, obtained according to the law of that state a decree of divorce from him; that on the fifteenth day of July, A.D. 1912, at the city of New York, in the state of New York, one of the United States of America, she went through a form of marriage with one Edward R. Peacock with whom she has since lived as his wife; that he has not connived at nor condoned the said form of marriage and her so living with the said Edward R. Peacock; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by his petition he has prayed for the passing of an Act dissolving his said marriage, authorizing him to marry again, and affording him such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of his petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The said marriage between Frederick Joseph Campbell and Kathleen Coates, his wife, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever. Marriage dissolved.

Right to
marry again.

2. The said Frederick Joseph Campbell may at any time hereafter marry any woman he might lawfully marry if the said marriage with the said Kathleen Coates had not been solemnized.
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4-5 GEORGE V.

CHAP. 160.

An Act for the relief of Elizabeth Chausse.

[Assented to 27th May, 1914.]

WHEREAS Elizabeth Chausse, presently residing at the city of Toronto, in the province of Ontario, wife of George Napoleon Chausse, of the city of Montreal, in the province of Quebec, marble worker, has by her petition alleged, in effect, that they were lawfully married on the twenty-first day of October, A.D. 1893, at the said city of Toronto, she then being Elizabeth Peterson, spinster; that the legal domicile of the said George Napoleon Chausse was then and is now in Canada; that since the said marriage he has deserted her and on divers occasions has committed adultery; that she has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by her petition she has prayed for the passing of an Act dissolving her said marriage, authorizing her to marry again, and affording her such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of her petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The said marriage between Elizabeth Peterson and George Napoleon Chausse, her husband, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

2. The said Elizabeth Peterson may at any time hereafter marry any man whom she might lawfully marry if the said marriage with the said George Napoleon Chausse had not been solemnized.

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4-5 GEORGE V.

CHAP. 161.

An Act for the relief of Frederick Dwight Chesley.

[Assented to 12th June, 1914.]

WHEREAS Frederick Dwight Chesley, of Coaticook, Preamble. in the province of Quebec, labourer, has by his petition alleged, in effect, that on the nineteenth day of November, A.D. 1891, at Coaticook aforesaid, he was lawfully married to Elizabeth Reid; that she was then of Coaticook aforesaid, a spinster; that his legal domicile was then and is now in Canada; that since the year 1910 she has on divers occasions committed adultery; that he has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by his petition he has prayed for the passing of an Act dissolving his said marriage, authorizing him to marry again; and affording him such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of his petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The said marriage between Frederick Dwight Chesley and Elizabeth Reid, his wife, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever. Marriage dissolved.

2. The said Frederick Dwight Chesley may at any time hereafter marry any woman he might lawfully marry if the said marriage with the said Elizabeth Reid had not been solemnized. Right to marry again.

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4-5 GEORGE V.

CHAP. 162.

An Act for the relief of George Andrew Crooks.

[Assented to 12th June, 1914.]

WHEREAS George Andrew Crooks, of the city of Calgary, Preamble. in the province of Alberta, has by his petition alleged, in effect, that on the eighth day of April, A.D. 1903, at the said city of Calgary, he was lawfully married to Isabel Timms; that she was then of the city of Winnipeg, in the province of Manitoba, a spinster; that his legal domicile was then and is now in Canada; that in the year 1909 she deserted him and has since then on divers occasions committed adultery; that he has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by his petition he has prayed for the passing of an Act dissolving his said marriage, authorizing him to marry again, and affording him such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of his petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The said marriage between George Andrew Crooks Marriage dissolved. and Isabel Timms, his wife, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

2. The said George Andrew Crooks may at any time Right to marry again. hereafter marry any woman he might lawfully marry if the said marriage with the said Isabel Timms had not been solemnized.



4 - 5 GEORGE V.

CHAP. 163.

An Act for the relief of Margaret Van Dusen.

[Assented to 12th June, 1914.]

WHEREAS Margaret Van Dusen, presently residing Preamble. at the city of St. Catharines, in the province of Ontario, wife of De Witt Cook Van Dusen of the said city, hotel-keeper, has by her petition alleged, in effect, that they were lawfully married on the twenty-seventh day of November, A.D. 1893, at the said city, she then being Margaret Spence, spinster; that the legal domicile of the said De Witt Cook Van Dusen is now in Canada; that on divers occasions in the years 1913 and 1914 he has committed adultery; that she has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by her petition she has prayed for the passing of an Act dissolving her said marriage, authorizing her to marry again, and affording her such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of her petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The said marriage between Margaret Spence and De Witt Cook Van Dusen, her husband, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever. Marriage dissolved.

2. The said Margaret Spence may at any time hereafter marry any man whom she might lawfully marry if the said marriage with the said De Witt Cook Van Dusen had not been solemnized. Right to marry again.



4-5 GEORGE V.

CHAP. 164.

An Act for the relief of George Fullerton Forsythe.

[Assented to 27th May, 1914.]

WHEREAS George Fullerton Forsythe, of the township Preamble. of Finch, Stormont county, in the province of Ontario, farmer, has by his petition alleged, in effect, that on the second day of April, A.D. 1890, at the village of Finch, in the said province, he was lawfully married to Mary Jane Leslie; that she was then of the township of Roxborough, in the said county, a spinster; that his legal domicile was then and is now in Canada; that in the year 1901 she deserted him and has since then on divers occasions committed adultery; that he has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by his petition he has prayed for the passing of an Act dissolving his said marriage, authorizing him to marry again, and affording him such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of his petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

- 1.** The said marriage between George Fullerton Forsythe Marriage dissolved. and Mary Jane Leslie, his wife, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.
- 2.** The said George Fullerton Forsythe may at any time Right to marry again. hereafter marry any woman he might lawfully marry if the said marriage with the said Mary Jane Leslie had not been solemnized.



4-5 GEORGE V.

CHAP. 165.

An Act for the relief of Beatrice Mae Stinson Fotheringham.

[Assented to 27th May, 1914.]

WHEREAS Beatrice Mae Stinson Fotheringham, pre-Preamble. recently residing at the city of Montreal, in the province of Quebec, wife of Frederick Henry Fotheringham, presently of the city of Toronto, in the province of Ontario, commercial traveller, has by her petition alleged, in effect, that they were lawfully married on the twenty-sixth day of May, A.D. 1903, at the said city of Montreal, she then being Beatrice Mae Stinson, a spinster; that the legal domicile of the said Frederick Henry Fotheringham was then and is now in Canada; that since the month of October, A.D. 1913, he has committed adultery on divers occasions; that she has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by her petition she has prayed for the passing of an Act dissolving her said marriage, authorizing her to marry again, and affording her such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of her petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The said marriage between Beatrice Mae Stinson and Marriage dissolved. Frederick Henry Fotheringham, her husband, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

Right to
marry again. **2.** The said Beatrice Mae Stinson may at any time hereafter marry any man whom she might lawfully marry if the said marriage with the said Frederick Henry Fotheringham had not been solemnized.

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4-5 GEORGE V.

CHAP. 166.

An Act for the relief of Rose Ethel Freedman.

[Assented to 27th May, 1914.]

WHEREAS Rose Ethel Freedman, presently residing Preamble. at the city of Montreal, in the province of Quebec, wife of Isidore Freedman, of the city of Westmount, in the said province, diamond merchant, has by her petition alleged, in effect, that on the fourteenth day of January, A.D. 1903, at the city of Ottawa, in the province of Ontario, she then being Rose Ethel Michaels, spinster, a minor, they were married without the consent of her parents; that on the third day of June, A.D. 1903, at the said city of Montreal, with the consent of her parents, she and the said Isidore Freedman went through a form of marriage; that the legal domicile of the said Isidore Freedman was at both those dates and is now in Canada; that at the city of New York, in the state of New York, one of the United States of America, on or about the first day of June, A.D. 1913, he committed adultery with a woman whose name is unknown; that she has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by her petition she has prayed for the passing of an Act dissolving her marriage, authorizing her to marry again, and affording her such other relief as is deemed meet; and whereas the said allegations have been proved; and it is expedient that the prayer of her petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The marriage between Rose Ethel Michaels and Isidore Freedman, her husband, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever. Marriage dissolved.

Right to
marry again.

2. The said Rose Ethel Michaels may at any time hereafter marry any man whom she might lawfully marry if the marriage with the said Isidore Freedman had not been solemnized.

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4-5 GEORGE V.

CHAP. 167.

An Act for the relief of Bertha Lucinda Graham.

[Assented to 12th June, 1914.]

WHEREAS Bertha Lucinda Graham, presently residing Preamble. at the village of Pine Grove, in the province of Ontario, wife of Russell Albert Graham, formerly of Grand Valley, in the said province, has by her petition alleged, in effect, that they were lawfully married on the sixth day of February, A.D. 1895, at Woodbridge, in the said province, she then being Bertha Lucinda Thompson, spinster; that the legal domicile of the said Russell Albert Graham was then and is now in Canada; that on divers occasions in the month of December, A.D. 1911, he committed adultery; that she has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by her petition she has prayed for the passing of an Act dissolving her said marriage, authorizing her to marry again, and affording her such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of her petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The said marriage between Bertha Lucinda Thompson Marriage dissolved. and Russell Albert Graham, her husband, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.
2. The said Bertha Lucinda Thompson may at any time hereafter marry any man whom she might lawfully marry Right to marry again. if the said marriage with the said Russell Albert Graham had not been solemnized.



4-5 GEORGE V.

CHAP. 168.

An Act for the relief of Bertha Hetu.

[Assented to 27th May, 1914.]

WHEREAS Bertha Hetu, presently residing at the city Preamble. of Edmonton, in the province of Alberta, wife of Henry Hetu, of the said city of Edmonton, has by her petition alleged, in effect, that they were lawfully married on the thirteenth day of December, A.D. 1888, at Lethbridge, in the province of Alberta, she then being Bertha Wardman, spinster; that the legal domicile of the said Henry Hetu was then and is now in Canada; that since the said marriage he has on divers occasions committed adultery; that she has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by her petition she has prayed for the passing of an Act dissolving her said marriage, authorizing her to marry again, and affording her such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of her petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The said marriage between Bertha Wardman and Henry Hetu, her husband, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

2. The said Bertha Wardman may at any time hereafter marry any man whom she might lawfully marry if the said marriage with the said Henry Hetu had not been solemnized.

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4-5 GEORGE V.

CHAP. 169.

An Act for the relief of Alicia Hill.

[Assented to 27th May, 1914.]

WHEREAS Alicia Hill, presently residing at the city of ^{Preamble.} Toronto, in the province of Ontario, wife of George Erastus Hill, formerly of the said city of Toronto, dentist, has by her petition alleged, in effect, that they were lawfully married on the second day of June, A.D. 1896, at the city of Brantford, in the said province, she then being Alicia Wilson, spinster; that the legal domicile of the said George Erastus Hill was then in Canada; that on divers occasions during the year A.D. 1912, he committed adultery; that she has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by her petition she has prayed for the passing of an Act dissolving her said marriage, authorizing her to marry again, and affording her such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of her petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The said marriage between Alicia Wilson and George ^{Marriage dissolved.} Erastus Hill, her husband, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

2. The said Alicia Wilson may at any time hereafter ^{Right to marry again.} marry any man whom she might lawfully marry if the said marriage with the said George Erastus Hill had not been solemnized.



4-5 GEORGE V.

CHAP. 170.

An Act for the relief of Johann Andreas Horn.

[Assented to 27th May, 1914.]

WHEREAS Johann Andreas Horn, of the city of Calgary, Preamble. in the province of Alberta, machinist, has by his petition alleged, in effect, that on the eighth day of February, A.D. 1903, at the town of Langenburg, Assiniboia, now in the province of Saskatchewan, he was lawfully married to Eleanora Loewenberger; that she was then of the said town of Langenburg, a spinster; that his legal domicile was then and is now in Canada; that shortly after the said marriage she deserted him and has since then on divers occasions committed adultery; that he has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by his petition he has prayed for the passing of an Act dissolving his said marriage, authorizing him to marry again, and affording him such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of his petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The said marriage between Johann Andreas Horn and Eleanora Loewenberger, his wife, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever. Marriage dissolved.

2. The said Johann Andreas Horn may at any time hereafter marry any woman he might lawfully marry if the said marriage with the said Eleanora Loewenberger had not been solemnized. Right to marry again.



4 - 5 GEORGE V.

CHAP. 171.

An Act for the relief of Charles Low Hutcheon.

[Assented to 27th May, 1914.]

WHEREAS Charles Low Hutcheon, formerly of the Preamble. city of Toronto, in the province of Ontario, now residing at McOwan, in the province of Saskatchewan, farmer, has by his petition alleged, in effect, that on the twenty-seventh day of December, A.D. 1902, at the city of Toronto, in the province of Ontario, he was lawfully married to Ethel M. Knowland; that she was then of the said city of Toronto, a spinster; that his legal domicile was then and is now in Canada; that on or about the thirtieth day of April, A.D. 1903, she deserted him; that in the year 1905 she went to the state of South Dakota, one of the United States of America, and there obtained, according to the law of that state, a decree of divorce from him; that subsequently she went through a form of marriage with one Frederick Wynne and has since then lived with the said Frederick Wynne, as his wife; that he has not connived at nor condoned the said form of marriage and her so living with the said Frederick Wynne; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by his petition he has prayed for the passing of an Act dissolving his said marriage, authorizing him to marry again, and affording him such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of his petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The said marriage between Charles Low Hutcheon and Ethel M. Knowland, his wife, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever. Marriage dissolved.

Right to
marry again.

2. The said Charles Low Hutcheon may at any time hereafter marry any woman he might lawfully marry if the said marriage with the said Ethel M. Knowland had not been solemnized.

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4-5 GEORGE V.

CHAP. 172.

An Act for the relief of William Ewan Laurie.

[Assented to 12th June, 1914.]

WHEREAS William Ewan Laurie, of the city of Montreal, Preamble. in the province of Quebec, pattern manufacturer, has by his petition alleged, in effect, that on the twentieth day of March, A.D. 1889, at the said city of Montreal, he was lawfully married to Susan Knox; that she was then of the said city of Montreal, a spinster; that his legal domicile was then and is now in Canada; that about four years after the said marriage she deserted him and since the said desertion has on divers occasions frequented houses of ill-fame and committed adultery; that he has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by his petition he has prayed for the passing of an Act dissolving his said marriage, authorizing him to marry again, and affording him such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of his petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The said marriage between William Ewan Laurie and Susan Knox, his wife, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever. Marriage dissolved.
2. The said William Ewan Laurie may at any time here-
after marry any woman he might lawfully marry if the said marriage with the said Susan Knox had not been solemnized. Right to marry again.

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4-5 GEORGE V.

CHAP. 173.

An Act for the relief of Gustav Oscar Lindquist.

[Assented to 12th June, 1914.]

WHEREAS Gustav Oscar Lindquist, of the town of Sudbury, in the province of Ontario, restaurant keeper, has by his petition alleged, in effect, that on the thirty-first day of May, A.D. 1910, at the town of Sault Ste. Marie, in the said province, he was lawfully married to May Lamothe; that she was then of the township of Mattawa, in the said province, a spinster; that his legal domicile was then and is now in Canada; that in the month of July, A.D. 1913, she committed adultery and has since then on divers occasions committed adultery; that he has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by his petition he has prayed for the passing of an Act dissolving his said marriage, authorizing him to marry again, and affording him such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of his petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The said marriage between Gustav Oscar Lindquist and May Lamothe, his wife, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

2. The said Gustav Oscar Lindquist may at any time hereafter marry any woman he might lawfully marry if the said marriage with the said May Lamothe had not been solemnized.

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4-5 GEORGE V.

CHAP. 174

An Act for the relief of Walter James Liscombe.

[Assented to 27th May, 1914.]

WHEREAS Walter James Liscombe, of the city of Preamble. Toronto, in the province of Ontario, theatre manager, has by his petition alleged, in effect, that on the sixteenth day of September, A.D. 1903, at the said city of Toronto, he was lawfully married to Florence May Perry; that she was then of the said city of Toronto, a spinster; that his legal domicile was then and is now in Canada; that on divers occasions during the year 1913 she committed adultery; that he has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by his petition he has prayed for the passing of an Act dissolving his said marriage, authorizing him to marry again, and affording him such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of his petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The said marriage between Walter James Liscombe Marriage dissolved. and Florence May Perry, his wife, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

2. The said Walter James Liscombe may at any time Right to marry again. hereafter marry any woman he might lawfully marry if the said marriage with the said Florence May Perry had not been solemnized.



4-5 GEORGE V.

CHAP 175.

An Act for the relief of Eliza Jane McLaughlin.

[Assented to 27th May, 1914.]

WHEREAS Eliza Jane McLaughlin, presently residing at Preamble. the city of Toronto, in the province of Ontario, wife of Frederick McLaughlin, formerly of the city of Kingston, in the said province, baker, has by her petition alleged, in effect, that they were lawfully married on the twenty-sixth day of January, A.D. 1897, at the said city of Kingston, she then being Eliza Jane Burke, spinster; that the legal domicile of the said Frederick McLaughlin was then in Canada; that since the year 1901 he has on divers occasions committed adultery; that she has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by her petition she has prayed for the passing of an Act dissolving her said marriage, authorizing her to marry again, and affording her such other relief as is deemed meet; and whereas the said allegations have been proved and it is expedient that the prayer of her petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

- 1.** The said marriage between Eliza Jane Burke and Marriage dissolved. Frederick McLaughlin, her husband, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.
- 2.** The said Eliza Jane Burke may at any time hereafter Right to marry again. marry any man whom she might lawfully marry if the said marriage with the said Frederick McLaughlin had not been solemnized.



4-5 GEORGE V.

CHAP. 176.

An Act for the relief of Florence Merritt.

[Assented to 12th June, 1914.]

WHEREAS Florence Merritt, presently residing at the *Preamble*. city of Toronto, in the province of Ontario, wife of Robert Norris Merritt, of the said city of Toronto, insurance agent, has by her petition alleged, in effect, that they were lawfully married on the fourteenth day of July, A.D. 1909, at the said city of Toronto, she then being Florence McCullough, spinster; that the legal domicile of the said Robert Norris Merritt was then and is now in Canada; that since the said marriage he has committed adultery on divers occasions; that she has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by her petition she has prayed for the passing of an Act dissolving her said marriage, authorizing her to marry again and affording her such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of her petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The said marriage between Florence McCullough and Robert Norris Merritt, her husband, is hereby dissolved,
Marriage dissolved. and shall be henceforth null and void to all intents and purposes whatsoever.

2. The said Florence McCullough may at any time hereafter marry any man whom she might lawfully marry if the said marriage with the said Robert Norris Merritt had not been solemnized.
Right to marry again.



4-5 GEORGE V.

CHAP. 177.

An Act for the relief of Ella Rose Morris.

[Assented to 27th May, 1914.]

WHEREAS Ella Rose Morris, presently residing at Preamble. Horley, county of Surrey, England, wife of Frank Haden Morris, of the city of Edmonton, in the province of Alberta, has by her petition alleged, in effect, that they were lawfully married on the fifth day of January, A.D. 1903, in the parish of Saint Marylebone, in the county of London, England, she then being Ella Rose Boyd, spinster; that the legal domicile of the said Frank Haden Morris was then in England and is now in Canada; that since the month of April, A.D. 1912, he has on divers occasions committed adultery; that she has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by her petition she has prayed for the passing of an Act dissolving her said marriage, authorizing her to marry again, and affording her such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of her petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:

1. The said marriage between Ella Rose Boyd and Frank Haden Morris, her husband, is hereby dissolved,
Marriage dissolved. and shall be henceforth null and void to all intents and purposes whatsoever.
2. The said Ella Rose Boyd may at any time here-
Right to marry again. after marry any man whom she might lawfully marry if

if the said marriage with the said Frank Haden Morris had not been solemnized.

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4-5 GEORGE V.

CHAP. 178.

An Act for the relief of Jessie Eleanor Grassett Parkhurst.

[Assented to 27th May, 1914.]

WHEREAS Jessie Eleanor Grassett Parkhurst, presently Preamble. residing at the city of Toronto, in the province of Ontario, wife of Archie Albert Parkhurst, of the said city of Toronto, restauranteur, has by her petition alleged, in effect, that they were lawfully married on the ninth day of June, A.D. 1906, at the said city of Toronto, she then being Jessie Eleanor Grassett, spinster; that the legal domicile of the said Archie Albert Parkhurst was then and is now in Canada; that since their said marriage he has committed adultery on divers occasions; that she has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by her petition she has prayed for the passing of an Act dissolving her said marriage, authorizing her to marry again, and affording her such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of her petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The said marriage between Jessie Eleanor Grassett and Archie Albert Parkhurst, her husband, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever. Marriage dissolved.

Right to
marry again.

2. The said Jessie Eleanor Grassett may at any time hereafter marry any man whom she might lawfully marry if the said marriage with the said Archie Albert Parkhurst had not been solemnized.

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4-5 GEORGE V.

CHAP. 179.

An Act for the relief of Lenore Power.

[Assented to 27th May, 1914.]

WHEREAS Lenore Power, presently residing at the Preamble. town of Cobourg, in the province of Ontario, wife of Reginald John Manley Power, of the village of Waseca, in the province of Saskatchewan, rancher, has by her petition alleged, in effect, that they were lawfully married on the eleventh day of July, A.D. 1906, at the said town of Cobourg, she then being Lenore Dennis, spinster; that the legal domicile of the said Reginald John Manley Power was then and is now in Canada; that on divers occasions in and since the year 1912 he has committed adultery; that she has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by her petition she has prayed for the passing of an Act dissolving her said marriage, authorizing her to marry again, and affording her such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of her petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The said marriage between Lenore Dennis and Reginald John Manley Power, her husband, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever. Marriage dissolved.

Right to
marry again.

2. The said Lenore Dennis may at any time hereafter marry any man whom she might lawfully marry if the said marriage with the said Reginald John Manley Power had not been solemnized.

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to the King's most Excellent Majesty.



4-5 GEORGE V.

CHAP. 180.

An Act for the relief of Harry Cracroft Pugh.

[Assented to 27th May, 1914.]

WHEREAS Harry Cracroft Pugh, of the city of Winnipeg, ^{Preamble.} in the province of Manitoba, managing clerk, has by his petition alleged, in effect, that on the eleventh day of January, A.D. 1902, at the city of London, England, he was lawfully married to Grace Darling Haines; that she was then of the said city of London, a spinster; that his legal domicile was then in England, and is now in Canada; that since the said marriage she has deserted him and has committed adultery on divers occasions; that he has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by his petition he has prayed for the passing of an Act dissolving his said marriage, authorizing him to marry again, and affording him such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of his petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The said marriage between Harry Cracroft Pugh and Grace Darling Haines, his wife, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever. Marriage dissolved.
2. The said Harry Cracroft Pugh may at any time hereafter marry any woman he might lawfully marry if the said marriage with the said Grace Darling Haines had not been solemnized. Right to marry again.



4-5 GEORGE V.

CHAP. 181.

An Act for the relief of Florence Relf.

[Assented to 27th May, 1914.]

WHEREAS Florence Relf, presently residing at the city Preamble of Toronto, in the province of Ontario, wife of Herbert Charles Relf, presently of St. Vincent de Paul, in the province of Quebec, has by her petition alleged, in effect, that they were lawfully married on the thirtieth day of December, A.D. 1908, at the said city of Toronto, she then being Florence Cullen, a spinster; that the legal domicile of the said Herbert Charles Relf was then and is now in Canada; that since the said marriage he has committed adultery on divers occasions; that she has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by her petition she has prayed for the passing of an Act dissolving her said marriage, authorizing her to marry again, and affording her such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of her petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The said marriage between Florence Cullen and Herbert Charles Relf, her husband, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever. Marriage dissolved.

2. The said Florence Cullen may at any time hereafter marry any man whom she might lawfully marry if the said marriage with the said Herbert Charles Relf had not been solemnized. Right to marry again.



4-5 GEORGE V.

CHAP. 182.

An Act for the relief of Robert Markle Richardson.

[Assented to 12th June, 1914.]

WHEREAS Robert Markle Richardson, of the township Preamble. of Ancaster, in the province of Ontario, mason, has by his petition alleged, in effect, that on the twenty-eighth day of September, A.D. 1911, at the city of Hamilton, in the said province, he was lawfully married to Robina Wilson; that she was then of the said township of Ancaster, a widow; that his legal domicile was then and is now in Canada; that at divers times in the year 1912 she committed adultery; that he has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by his petition he has prayed for the passing of an Act dissolving his said marriage, authorizing him to marry again, and affording him such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of his petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The said marriage between Robert Markle Richardson and Robina Wilson, his wife, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever. Marriage dissolved.
2. The said Robert Markle Richardson may at any time hereafter marry any woman he might lawfully marry if the said marriage with the said Robina Wilson had not been solemnized. Right to marry again.



4-5 GEORGE V.

CHAP. 183.

An Act for the relief of Alberta Ring.

[Assented to 12th June, 1914.]

WHEREAS Alberta Ring, presently residing at Linwood, Preamble. in the province of Ontario, wife of Albert Edward Ring, presently of the city of Worcester, in the state of Massachusetts, one of the United States of America, has by her petition alleged, in effect, that they were lawfully married on the seventeenth day of August, A.D. 1900, at the village of Maganatawan, in the said province, she then being Alberta Nickle, spinster; that the legal domicile of the said Albert Edward Ring was then in Canada; that he has on divers occasions since the said marriage committed adultery; that she has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by her petition she has prayed for the passing of an Act dissolving her said marriage, authorizing her to marry again, and affording her such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of her petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

- 1.** The said marriage between Alberta Nickle and Albert Marriage dissolved. Ring, her husband, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.
- 2.** The said Alberta Nickle may at any time hereafter Right to marry again. marry any man whom she might lawfully marry if the said marriage with the said Albert Edward Ring had not been solemnized.

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4-5 GEORGE V.

CHAP. 184.

An Act for the relief of Ethel Cora Robinson.

[Assented to 27th May, 1914.]

WHEREAS Ethel Cora Robinson, presently residing Preamble. at Jordan Station, in the province of Ontario, wife of DeForest Nesbit Robinson, of the city of London, in the said province, has by her petition alleged, in effect, that they were lawfully married on the sixth day of September, A.D. 1901, at the village of Jordan, in the said province, she then being Ethel Cora Immel, spinster; that the legal domicile of the said DeForest Nesbit Robinson was then and is now in Canada; that since their said marriage the said DeForest Nesbit Robinson has on divers occasions committed adultery and has deserted her; that she has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by her petition she has prayed for the passing of an Act dissolving her said marriage, authorizing her to marry again, and affording her such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of her petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

- 1.** The said marriage between Ethel Cora Immel and DeForest Nesbit Robinson, her husband, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever. Marriage dissolved.
- 2.** The said Ethel Cora Immel may at any time hereafter marry any man whom she might lawfully marry if the said marriage with the said DeForest Nesbit Robinson had not been solemnized. Right to marry again.



4-5 GEORGE V.

CHAP. 185.

An Act for the relief of John Robinson.

[Assented to 12th June, 1914.]

WHEREAS John Robinson, of the township of Brooks,^{Preamble.} in the province of Ontario, has by his petition alleged, in effect, that on the seventeenth day of June, A.D. 1895, at the said township he was lawfully married to Mabel Kimball; that she was then of the said township, a spinster; that his legal domicile was then and is now in Canada; that on or about the twentieth day of March, A.D. 1913, she deserted him, and has since then on divers occasions committed adultery; that he has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by his petition he has prayed for the passing of an Act dissolving his said marriage, authorizing him to marry again, and affording him such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of his petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The said marriage between John Robinson and Mabel Kimball, his wife, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.^{Marriage dissolved.}

2. The said John Robinson may at any time hereafter marry any woman he might lawfully marry if the said marriage with the said Mabel Kimball had not been solemnized.^{Right to marry again.}



4-5 GEORGE V.

CHAP. 186.

An Act for the relief of George Gracie Smith.

[Assented to 27th May, 1914.]

WHEREAS George Gracie Smith, of Stewart Valley, Preamble. in the province of Saskatchewan, rancher, has by his petition alleged, in effect, that on the ninth day of November, A.D. 1904, at Saskatchewan Landing, Saskatchewan, he was lawfully married to Muriel Agnes Louisa Goodwin; that she was then of Saskatchewan Landing, Saskatchewan, a spinster; that his legal domicile was then and is now in Canada; that since the said marriage she has deserted him and has on divers occasions committed adultery; that he has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by his petition he has prayed for the passing of an Act dissolving his said marriage, authorizing him to marry again, and affording him such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of his petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The said marriage between George Gracie Smith and Marriage dissolved. Muriel Agnes Louisa Goodwin, his wife, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

2. The said George Gracie Smith may at any time here-
after marry any woman he might lawfully marry if the said marriage with the said Muriel Agnes Louisa Goodwin had not been solemnized. Right to marry again.



4 - 5 GEORGE V.

CHAP. 187.

An Act for the relief of William Godfrey Thorp.

[Assented to 27th May, 1914.]

WHEREAS William Godfrey Thorp, of the city of Winni-
peg, in the province of Manitoba, foreman, has by
his petition alleged, in effect, that on the thirtieth day of
August, A.D. 1902, in the parish of St. Thomas in the
city of Hull, in the county of York, England, he was lawfully
married to Annie Maud Lofthouse; that she was then of
the said city of Hull, a spinster; that his legal domicile
was then in England and is now in Canada; that since the
said marriage she has deserted him and has on divers occasions
committed adultery; that he has not connived at nor
condoned the said adultery; that there has been no collusion,
directly or indirectly, between him and her in the proceedings
for divorce; and whereas by his petition he has prayed
for the passing of an Act dissolving his said marriage,
authorizing him to marry again, and affording him such
other relief as is deemed meet; and whereas the said allegations
have been proved, and it is expedient that the prayer
of his petition be granted: Therefore His Majesty, by and
with the advice and consent of the Senate and House of
Commons of Canada, enacts as follows:—

1. The said marriage between William Godfrey Thorp and Annie Maud Lofthouse, his wife, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

2. The said William Godfrey Thorp may at any time hereafter marry any woman he might lawfully marry if the said marriage with the said Annie Maud Lofthouse had not been solemnized.

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